



AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/  
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF  
THE CITY OF NATIONAL CITY  
ONLINE ONLY MEETING

<https://www.nationalcityca.gov/webcast>

LIVE WEBCAST  
COUNCIL CHAMBERS  
CIVIC CENTER

1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA  
TUESDAY, MAY 3, 2022 – 6:00 PM

**ALEJANDRA SOTELO-SOLIS**  
Mayor

**MARCUS BUSH**  
Vice Mayor

**RON MORRISON**  
Councilmember

**MONA RIOS**  
Councilmember

**JOSE RODRIGUEZ**  
Councilmember

**NOTICE:** The health and well-being of National City residents, visitors, and employees during the COVID-19 outbreak remains our top priority. The City of National City is coordinating with the County of San Diego Health Human Services Agency, and other agencies to take measures to monitor and reduce the spread of the novel coronavirus (COVID-19). **The World Health Organization has declared the outbreak a global pandemic and local and state emergencies have been declared providing reprieve from certain public meeting laws such as the Brown Act.**

As a result, the City Council Meeting will occur only online to ensure the safety of City residents, employees and the communities we serve. A live webcast of the meeting may be viewed on the city's website at [www.nationalcityca.gov](http://www.nationalcityca.gov). For Public Comments see "PUBLIC COMMENTS" section below

**ORDER OF BUSINESS:** Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Meetings begin in Open Session at 5:00 p.m. or such other time as noted, and after announcing closed session items, convenes into a Closed Meeting. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

**REPORTS:** All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review on the City's website at [www.nationalcityca.gov](http://www.nationalcityca.gov). Regular Meetings of the Elected Body are webcast and archived on the City's website at [www.nationalcityca.gov](http://www.nationalcityca.gov).

**PUBLIC COMMENTS:** There are multiple ways you can make sure your opinions are heard and considered by our City Council as outlined below:

**Submit your public comment prior to the meeting:** To submit a comment in writing, email [PublicComment@nationalcityca.gov](mailto:PublicComment@nationalcityca.gov), provide the agenda item number and title of the item in the subject line of your email. Public comments or testimony is limited to up to three (3) minutes. If the comment is not related to a specific agenda item,

1243 National City Blvd.  
National City, CA 91950  
619-336-4240

Meeting agendas and  
minutes available on the  
City's website at  
[WWW.NATIONALCITYCA.GOV](http://WWW.NATIONALCITYCA.GOV)

indicate General Public Comment in the subject line. All email comments received by 4:00 p.m. on the day of the meeting will be emailed to the City Council Members and made a part of the official record.

**Register online and participate in live public comment during the meeting:** To provide live public comment during the meeting, you must pre-register on the City's website at <https://www.nationalcityca.gov/publiccomment> by 4:00 p.m. on the day of the regular meeting to join the City Council Meeting.

\*\*\*Please note that you do not need to pre-register to watch the meeting online, but you must pre-register if you wish to speak.

Once registered, you will receive an email with a link from Zoom to join the live meeting. You can participate by phone or by computer. Please allow yourself time to log into Zoom before the start of the meeting to ensure you do not encounter any last-minute technical difficulties.

\*\*\*Please note that members of the public will not be shown on video; they will be able to watch and listen and speak when called upon. Public microphones will be muted until it is your turn to comment.

Each speaker is allowed up to three (3) minutes to address the City Council. Please be aware that the Mayor may limit the comments' length due to the number of persons wishing to speak or if comments become repetitious or unrelated.

All comments are subject to the same rules as would otherwise govern speaker comments at the meeting. Speakers are asked to be respectful and courteous. Please address your comments to the City Council as a whole and avoid personal attacks against members of the public, City Council, and city staff.

**Questions about public comment or City Council protocols?** Please contact the City Clerk's Office at (619) 336-4228 or via email at [Clerk@nationalcityca.gov](mailto:Clerk@nationalcityca.gov).

**INTERPRETATION SERVICES:** To use the Zoom interpretation feature you must first Pre-Register on Zoom. Once logged into Zoom to use the interpretation feature, please scroll to the bottom of the Zoom screen (where the meeting controls are), click on the interpretation icon (world), and select English as your language. If you are joining using the Zoom mobile app (cell phone, tablet, etc.), please press the ellipsis (...), then Interpretation, and then choose your language.

**WRITTEN AGENDA:** With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

**CONSENT CALENDAR:** Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please

contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**AVISO:** La salud y el bienestar de los residentes, visitantes y empleados de National City durante el brote de COVID-19 sigue siendo nuestra máxima prioridad. El Ayuntamiento de la Ciudad de National City se está coordinando con la Agencia de Salud y Servicios Humanos del Condado de San Diego y otras agencias para tomar medidas con el fin de monitorear y reducir la propagación del nuevo coronavirus (COVID-19). La Organización Mundial de la Salud declaró el brote como una pandemia global y se han manifestado emergencias locales y estatales que resultan en la suspensión de ciertas leyes de reuniones públicas, tal como la Ley Brown.

Como resultado de ello, la junta del Concejo Municipal del Ayuntamiento se llevará a cabo solamente en línea para garantizar la seguridad de los residentes, empleados y comunidades locales que atendemos. Se podrá ver una transmisión en vivo de la junta en el sitio web del Ayuntamiento en [www.nationalcityca.gov](http://www.nationalcityca.gov). Para comentarios públicos, vea la sección “COMENTARIOS PÚBLICOS” más adelante.

**ORDEN DEL DÍA:** Las sesiones públicas de todas las juntas ordinarias del Concejo Municipal/Comisión de Desarrollo Comunitario - Autoridad de Vivienda (en lo sucesivo denominado Órgano Electo) inician a las 6:00 p.m. el primer y tercer martes de cada mes. Las audiencias públicas inician a las 6:00 p.m., a menos que se indique lo contrario. Las juntas cerradas inician en sesión abierta a las 5:00 p.m. o en cualquier otro momento que se indique, y tras anunciar los temas de la sesión cerrada, la junta se realiza como sesión cerrada. Si se programa una reunión de discusión y análisis, el tema y la hora de la misma aparecerán en la agenda. La Alcaldesa y los Concejales se reúnen por igual que el Presidente y los integrantes del Consejo de la Comisión de Desarrollo Comunitario.

**INFORMES:** Todos los temas e informes de la agenda de la sesión abierta, así como todos los documentos y escritos entregados al Órgano Electo menos de 72 horas antes de la sesión, aparecerán en el sitio web del Ayuntamiento. Las juntas ordinarias del Órgano Electo se transmiten por Internet y se archivan en el sitio web del Ayuntamiento en [www.nationalcityca.gov](http://www.nationalcityca.gov).

**COMENTARIOS PÚBLICOS:** Hay varias formas en las que puede asegurarse de que sus opiniones sean escuchadas y consideradas por nuestro Concejo Municipal como se describe a continuación:

**Envíe su comentario público antes de la sesión:** Para enviar un comentario por escrito, envíe un correo electrónico a [PublicComment@nationalcityca.gov](mailto:PublicComment@nationalcityca.gov), proporcione el número del tema o asunto de la agenda y el título del tema o asunto en la línea de asunto de su correo electrónico. Los comentarios o testimonios públicos se limitan a tres (3) minutos. Si el comentario no se relaciona con un tema o asunto específico de la agenda, indique Comentario Público General en la línea de asunto. Todos los comentarios por correo electrónico recibidos antes de las 4:00 p.m. del día de la sesión se enviarán por correo electrónico a los miembros del Concejo Municipal y formarán parte del acta oficial.

**Regístrese en línea y participe en los comentarios públicos en vivo durante la sesión:** Para proporcionar comentarios públicos en vivo durante la sesión, debe registrarse previamente en el sitio web del Ayuntamiento en

<https://www.nationalcityca.gov/publiccomment> **antes de las 4:00 p.m.** del día de la junta ordinaria para incorporarse a la sesión del Concejo Municipal.

\*\*\*Tenga presente que no necesita registrarse previamente para ver la sesión en línea, pero debe registrarse previamente si desea hablar.

Una vez registrado, recibirá un correo electrónico con un enlace de Zoom para integrarse a la sesión en vivo. Puede participar por teléfono o por computadora. Tómese el tiempo necesario para iniciar la reunión en Zoom antes del inicio de la sesión para asegurarse de no encontrar dificultades técnicas de último momento.

\*\*\*Tenga presente que las personas del público no se mostrarán en vídeo; podrán observar, escuchar y hablar cuando se les solicite. Los micrófonos públicos se silenciarán hasta que sea su turno de comentar.

Cada orador tiene hasta tres (3) minutos para dirigirse al Concejo Municipal. Tenga en cuenta que la Alcaldesa puede limitar la extensión de los comentarios debido a la cantidad de personas que deseen hablar o si los comentarios se vuelven repetitivos o no relacionados.

Todos los comentarios están sujetos a las mismas reglas que de otro modo regirían los comentarios de los oradores en la sesión. Se pide a los oradores que sean respetuosos y corteses. Dirija sus comentarios al Concejo Municipal en su conjunto y evite ataques personales contra personas del público, el Concejo Municipal y el personal del Ayuntamiento.

**¿Preguntas sobre comentarios públicos o protocolos del Concejo Municipal?**  
Comuníquese con la Oficina de la Secretaria del Ayuntamiento al teléfono (619) 336-4228, o por correo electrónico a [Clerk@nationalcityca.gov](mailto:Clerk@nationalcityca.gov).

**SERVICIO DE INTERPRETACIÓN: Para utilizar la función de interpretación zoom primero debe registrarse previamente en el sitio web de Zoom.** Una vez que haya iniciado sesión en zoom para utilizar la función de interpretación, favor de desplazarse a la parte inferior de la pantalla de Zoom (donde aparecen los controles). Haga clic en el ícono de interpretación (globo terráqueo), y seleccione "*Spanish*" (español). Si está utilizando la aplicación móvil de Zoom (celular, tableta, etc.), presione los puntos suspensivos (...), luego "*interpretation*" y luego el idioma.

**AGENDA ESCRITA:** Con contadas excepciones, el Órgano Electo puede tomar medidas únicamente sobre los temas que aparecen en la agenda escrita. Los temas que no aparezcan en la agenda deben aparecer en una agenda subsecuente, a menos que sean de emergencia o urgencia demostrada, y la necesidad de tomar medidas sobre esos temas haya surgido después de haber sido publicada la agenda.

**CALENDARIO DE CONSENTIMIENTO:** Los temas del calendario de consentimiento implican cuestiones de naturaleza rutinaria o no controvertida. Todos los temas de consentimiento se adoptan mediante la aprobación de una sola moción del Concejo Municipal. Antes de la aprobación, cualquier tema puede eliminarse de la parte de consentimiento de la agenda y considerarse aparte, a petición de un concejal, individuo del personal del Ayuntamiento o persona del público.

Previa solicitud, esta agenda puede estar disponible en formatos alternativos apropiados para personas con discapacidades, en observancia de la Ley de Estadounidenses con Discapacidades. Llame al teléfono (619) 336-4228 de la Oficina del Secretario del Ayuntamiento para solicitar una modificación o adaptación de acceso relativa a la discapacidad. Notificar 24 horas antes de la sesión permitirá al Ayuntamiento hacer arreglos razonables para garantizar la accesibilidad a esta junta.

## **OPEN TO THE PUBLIC**

### **A. CITY COUNCIL**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)**

**PROCLAMATIONS AND CERTIFICATES**

1. [53rd Annual Professional Municipal Clerks Week - May 1 - May 7, 2022.](#)

**AWARDS AND RECOGNITIONS**

**PRESENTATIONS (FIVE-MINUTE TIME LIMIT)**

**INTERVIEWS / APPOINTMENTS**

2. [Appointments: City Boards, Commissions and Committees – City Council Appointments. \(City Clerk\)](#)

**REGIONAL BOARDS AND COMMITTEE REPORTS (FIVE-MINUTE TIME LIMIT)**

**CONSENT CALENDAR**

3. [Motion of the City Council of the City of National City, California, approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
4. [Adoption of a Resolution Declaring Findings to Continue Teleconference Meetings to May 17, 2022, as required by AB 361. \(City Clerk\)](#)
5. [Resolution of the City Council of the City of National City, California, authorizing the City Clerk's Office to apply for certification from the U.S. Department of State, establishing a passport acceptance facility in the City Clerk's Office located in City Hall. \(City Clerk\)](#)
6. [Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute an agreement with Luth and Turley, Inc. in the not-to-exceed amount of \\$150,000. \(City Attorney\)](#)
7. [Resolution of the City Council of the City of National City, California, authorizing the issuance of a Request for Qualifications \("RFQ"\) for legal](#)

- services for the Public Works and Engineering Department of National City. (City Attorney)
8. Resolution of the City Council of the City of National City to authorize the City Manager to enter into a three year Agreement with Thomson Reuters CLEAR®. The total cost for the three years is not to exceed \$26,400.00 or \$8,800.00 per year. (Police)
  9. Resolution of the City Council of the City of National City, California, (1) approving an Affordable Housing Density Bonus Agreement with Torreyana Associates, LLC, a California Limited Partnership, restricting the rent and occupancy of one (1) unit to a lower income household in exchange for three concessions pursuant to California Government Code Sections 65915 – 65918 for the development of 12 housing units located at 316 East 31st Street in National City; and (2) approving a Subordination and Intercreditor Agreement subordinating said Affordable Housing Density Bonus Agreement. (Housing Authority)
  10. Resolution of the City Council of National City, California, creating one (1) new job classification and amending the Management Salary Schedule. (Human Resources)
  11. Resolution of the City Council of the City of National City, 1) awarding a contract to Tri Group Construction and Development, Inc. in the not-to-exceed amount of \$638,963 for the Paradise Creek Educational Park Extension Project, CIP No. 19-33; 2) authorizing a 15% contingency in the amount of \$95,844.45 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract. (Engineering/Public Works)
  12. Resolution of the City Council of the City of National City, California, authorizing the installation of stop control and yield control signs for the intersections of E. 31st Street, between “B” Avenue and “C” Avenue in order to enhance safety at the intersections (TSC No. 2022-02). (Engineering/Public Works)
  13. Quarterly Report - Boards, Commissions, and Committee Attendance and Training. (City Clerk)
  14. City Council 2022 Legislative Recess. (City Clerk)
  15. Warrant Register #38 for the period of 3/18/22 through 3/24/22 in the amount of \$1,758,342.81. (Finance)
  16. Warrant Register #39 for the period of 3/25/22 through 3/31/22 in the amount of \$238,388.08. (Finance)

**PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS**

17. [Public Hearing and Adoption of a Resolution of the City Council of the City of National City adopting the U.S Department of Housing and Urban Development \(HUD\) 2022-2023 Annual Action Plan and the allocation of 2022-2023 HUD entitlement grant funds and program income to Community Development Block Grant \(CDBG\) and HOME Investment Partnerships \(HOME\) Program activities proposed for 2022-2023 Annual Action Plan. \(Housing Authority\)](#)
18. [Public Hearing and Adoption of an Ordinance of the City of National City, California, Amending Chapter 2.64 of Title 2 of the National City Municipal Code relating to the Community Development Commission-Housing Authority of the City of National City. \(Housing Authority\)](#)
19. [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California, Repealing Ordinance No. 2017-2432 and Ordinance No. 2020-2483; and Removing Chapter 16.09 in its Entirety from the National City Municipal Code Dissolving the Veterans and Military Families Advisory Committee. \(City Clerk\)](#)

#### **NON CONSENT RESOLUTIONS**

20. [Resolution of the City Council of the City of National City, California to eliminate library overdue material fines to ensure equitable access to Library Services. \(Library and Community Services\)](#)

#### **NEW BUSINESS**

21. [Notice of Decision – Planning Commission approval of a Conditional Use Permit for beer and wine sales at a new restaurant \(BB.Q Chicken\) located at 2527 East Plaza Blvd. \(Applicant: Shimon G&M, Inc.\) \(Case File 2022-07 CUP\) \(Planning\)](#)
22. [Notice of Decision – Planning Commission approval of a Conditional Use Permit for the modification of an existing wireless communications facility located at 2435 Sweetwater Road. \(Applicant: DISH Wireless\) \(Case File 2022-10 CUP\) \(Planning\)](#)

#### **B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY**

##### **CONSENT RESOLUTIONS - HOUSING AUTHORITY**

##### **PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY**

##### **NON CONSENT RESOLUTIONS - HOUSING AUTHORITY**

##### **NEW BUSINESS - HOUSING AUTHORITY**

#### **C. REPORTS**

## **STAFF REPORTS**

23. [Community Service Day & Upcoming Event Dates. \(Library and Community Services\)](#)
24. [City Manager Report. \(City Manager\)](#)

## **MAYOR AND CITY COUNCIL**

### **CLOSED SESSION**

### **CLOSED SESSION REPORT**

## **ADJOURNMENT**

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - May 17, 2022 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [53rd Annual Professional Municipal Clerks Week - May 1 - May 7, 2022.](#)  
Please scroll down to view the backup material.

Item # \_\_\_\_  
05/03/22

**53rd Annual Professional Municipal Clerks Week**  
**May 1 - May 7, 2022**

The following page(s) contain the backup material for Agenda Item: [Appointments: City Boards, Commissions and Committees – City Council Appointments. \(City Clerk\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** May 3, 2022

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Appointments: City Boards, Commissions and Committees – City Council Appointments (City Clerk)

**PREPARED BY:** Luz Molina, City Clerk  
Shelley Chapel, Deputy City Clerk |

**DEPARTMENT:** City Clerk’s Office

**PHONE:** (619) 336-4225 |

**APPROVED BY:** *Shelley Chapel*

**EXPLANATION:**

Vacancies on multiple Boards/Commissions/Committees (BCCs) were noticed in the Star News, posted on the City Hall Bulletin Boards, City Website, and City Social Media sites to advertise openings and the application acceptance period.

The most recent Vacancy Notices were posted on Wednesday, April 6, 2022, and all applications were due to the City Clerk’s Office by the deadline of Wednesday, April 20, 2022, at 5:00 p.m.

The following BCC currently have a vacancy caused by end of term and/or resignations:

Civil Service Commission

**FINANCIAL STATEMENT:**

**APPROVED:** *Molly B...* Finance

**ACCOUNT NO.**

**APPROVED:** MIS

This report does not reflect financial changes to the budget at this time.

**ENVIRONMENTAL REVIEW:**

This action is not subject to review under the California Environmental Quality Act (CEQA)

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

City Council to Conduct Interviews and Appointment.

**BOARD / COMMISSION RECOMMENDATION:**

n/a |

**ATTACHMENTS:**

- Attachment A – Explanation
- Attachment B – Applications (redacted)
- Attachment C – City Council Policy #107
- Attachment D – Boards/Commission/Committees Reference Chart |

The City Clerk’s Office began advertising and accepting applications for Vacancies on multiple Boards/Commissions/Committees. The vacancy on the Civil Service Commission has been advertised multiple times between November 2021 and April 2022. One (1) application is on file and presented for consideration.

**Background**

In order to obtain qualified candidates, a Notice of Vacancies was advertised on the following: The City website, posted on the City Hall Bulletin Boards, the Star News and City Social Media sites to advertise openings and the application acceptance period. The Vacancy presented is due to the resignation of Dr. Quintero with a term ending September 30, 2022,

Vacancies are listed below:

BCC	Number of Open Seats and Term expiration for that seat	Appointing Member(s)	Residency Requirement	Applications Received
Civil Service Commission	(1) One - Sept. 30, 2022	City Council	Yes (1)	Javier Alvarado

Residency requirements are listed if required in the chart above. If filling a resident requirement, applicant must reside within the City of National City at the time the application is submitted to be considered for the resident position.

**One (1) applicant Javier Alvarado** is currently a member of the Traffic Safety Committee and was reappointed on September 21, 2021 to present, with a term that expires September 30, 2024. Attendance of meetings is shown below for reference.

**Traffic Safety Committee**

Attendance	2021–Twelve (12)	2022 – Four (4)
Attended	4	0
Absent	4	1
Cancelled	4	3

**Appointment:**

Per City Council Policy #107 (D)(8):

The applicant(s) are invited to the interview process which occurs during the City Council Meeting. The City Clerk provides an overview of the Commission. The Mayor will introduce the applicant(s) and two (2) questions will be asked of each applicant. The applicant(s) will be given two (2) minutes to make a brief introduction, followed by the City Council questions. Total time per applicant is five (5) minutes with time allowed for clarification at the discretion of the City Council, not to exceed ten (10) minutes total per applicant. The City Clerk will provide guidance on the vote. The City Council may choose not to fill the vacancy and direct the City Clerk to advertise the vacancy again. If appointed the member will be notified within the next week by the City Clerk’s Office regarding the onboarding process. The applications for those applicants who were not successful in appointment will remain on file in the City Clerk’s Office for one-year from the date of submittal to be considered for future appointments due to vacancies.

Per City Council Policy #107 (D)(14)(3): Attendance

A Commissioner or Member of a Board, Committee, or Commission must be present at least one hour, or 50% of the entire meeting, whichever is less, to be counted as present for purposes of attendance.

Per City Council Policy #107 (D)(14)(3): Mandatory Training and Filing Requirements: Commissioners and Members of Board, Committee, or Commission, as appointed by the legislative body, are entrusted with certain responsibilities and concomitant training and reporting. The following are requirements of Commissioners and Members of Boards, Commissions, and Committees.

This training is required to be completed within 30 days of appointment or notification.

1. Oath of Office (Article XX of the California Constitution, and California Government Code Section 36507)
2. Fair Political Practices Commission (FPPC) Statement of Economic Interest Form 700 Filing (California Government Code Section 87100 et seq)
3. AB1234 Ethics Training (California Government Code Section 53235.1(b))
4. Anti-Sexual Harassment Training
5. Brown Act Training
6. Social Media Training
7. Any training required by State Law, Federal Law, or City Policies.

All training is offered in a variety of formats including in person, via Zoom, training website/software, and pre-recorded video. Currently, these are all requirements of the Mayor and City Council, and City staff.

CITY OF NATIONAL CITY  
APPLICATION FOR APPOINTMENT  
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

RECEIVED

MAY 6 2021

- Community & Police Relations Commission\* (CPRC)  Civil Service Committee  
 Library Board of Trustees  Planning Commission  
 Parks, Recreation & Senior Citizens Advisory Board  Public Art Committee\*  
 Veterans & Military Families Advisory Committee\*  Traffic Safety Committee  
 Port Commission  Advisory Housing Committee\*

- > Applicants must be residents of the City of National City except for those marked by an asterisk (\*). All applicants must be U.S. Citizens.
- > Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
- > Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: Javier Alvarado E-Mail: alvaradojw80@yahoo.com

Home Address: [REDACTED] Tel No: [REDACTED]  
(Include City/Zip)

Business Affiliation: Laborers' International Local 89 Title: Business Representative

Business Address: 4161 Home Ave, San Diego, CA 92105 Tel. No.: 619-263-6661

Length of Residence in National City: 10 San Diego County: 40 California: 40

Educational Background: High School Diploma, Associate of Applied Science Degree

Occupational Experience: Following & enforcing Labor Agreements with employees and employers.

Professional or Technical Organization Memberships: San Diego & Imperial Counties Labor Council Delegate, Member of LiUNA Laborers' International Local 89, and Trust Fund Board Member.

Civic or Community Experience, Membership, or Previous Public Service Appointments: National City Traffic & Safety Committee & County of San Diego Parks Advisory Committee.

Experience or Special Knowledge Pertaining to Area of Interest: My profession has given me the knowledge of how to work with people of different backgrounds, and have familiarity with adherence to Gov. codes

Have you ever been convicted of a felony crime? No:  Yes:  misdemeanor crime? No:  Yes:   
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information if "Yes" was marked for the above two questions.

Date: 05-05-2021 Signature: [REDACTED]

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

## CITY COUNCIL POLICY CITY OF NATIONAL CITY

<b>TITLE:</b> Appointments to Boards, Commission and Committees	<b>POLICY # 107</b>
<b>ADOPTED:</b> June 17, 1986	<b>AMENDED:</b> November 16, 2021

### PURPOSE

To establish a procedure to serve as a guide in making appointments to various City Boards, Commissions, and Committees. The City currently has the following Boards, Commissions, and Committees to which this Policy applies:

#### Mayor's Appointments:

1. Board of Library Trustees
2. Community and Police Relations Commission
3. Park, Recreation, and Senior Citizens Advisory Committee
4. Public Art Committee
5. Sweetwater Authority
6. Traffic Safety Committee
7. Veterans and Military Families Advisory Committee

#### City Council Appointments:

1. Civil Service Commission
2. Planning Commission
3. Housing Advisory Committee including Ex-Officio Members
4. Port Commission

### POLICY

#### Appointment Process

- A. Opportunity to apply. All interested individuals shall be given an opportunity to submit applications for vacancies on City Boards, Commissions, and Committees. Incumbent Appointees are not automatically re-appointed but are required to fill out an abbreviated application provided by the City Clerk, indicating their interest in continuing to serve.
- B. Unexpired terms. If an incumbent Appointee was appointed to fill an unexpired term and the Appointee serves for less than one year in that position, the Council may re-appoint the incumbent without considering other applicants.
- C. Vacancies. When vacancies occur, the following procedure shall be followed:
  1. Schedule vacancy. When a term is expiring or expires, public notice of the vacancy shall be made, inviting interested individuals to submit applications for the vacancy on a form provided by the City Clerk on the City website.

Unscheduled vacancy. An unscheduled vacancy shall be filled according to

# CITY COUNCIL POLICY CITY OF NATIONAL CITY

<b>TITLE:</b> Appointments to Boards, Commission and Committees	<b>POLICY # 107</b>
<b>ADOPTED:</b> June 17, 1986	<b>AMENDED:</b> November 16, 2021

Government Code Section 54974, which generally provides as follows: Whenever an unscheduled vacancy occurs, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the Office of the City Clerk, the City website, outside City Hall on the Bulletin Board, and on City social media platforms not earlier than twenty (20) days before or not later than twenty (20) days after the vacancy occurs. The City Council shall not make a final appointment for at least ten (10) working days after posting the notice in designated locations. The notice's posting and application period shall be thirty (30) calendar days. However, if it finds that an emergency exists, the City Council may, fill the unscheduled vacancy immediately. According to this section, a person appointed to fill the vacancy shall serve only on an interim basis until the final appointment.

The end of term for the members of Boards, Commissions, and Committees generally occurs in an annual rotation during the months of March and September. Appointments will be considered at those times unless a vacancy resulting from a resignation results in the lack of a Quorum on the Board, Commission, or Committee, in which case the appointment could occur at the time of the unscheduled vacancy in accordance with the procedure set out above.

3. Government Code Section 40605, and National City Municipal Code Title 16, grants the Mayor, with the City Council's approvals, the authority to make all appointments unless otherwise explicitly provided by statute. The exceptions are:
  1. Civil Service Commission
  2. Planning Commission
  3. Housing Advisory Committee including Ex-Officio Members
  4. Planning Commission

The City Council fills vacancies on these bodies.

- D. Implementation. Implementation of Council policy for appointment to Boards, Commissions, and Committees requires the following:
  1. Per Government Code Section 54972, on or before December 31 of each year, the City Council shall prepare a list of appointments of all regular and ongoing Boards, Commissions, and Committees appointed by the City Council. The City Clerk will prepare the list of all regular and ongoing Boards, Commissions, and Committees appointed by the Mayor or the City Council. The list shall contain a list of all terms that will expire during the next calendar year, the incumbent appointee's name, the appointment date, the term's expiration date, and the position's necessary qualifications. It shall also include a list of all

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Boards, Commissions, and Committees whose members serve at the City Council's pleasure and the qualifications required for each position. This Local Appointments List shall be made available to the public on the City website.

2. Notice. A public notice for vacancies must be placed in the newspaper of general circulation within the City, on the City's website, City Hall Bulletin Boards, and City social media platforms.
3. Expiration of term. All appointees will receive a letter as their terms expire asking if they would like to re-apply for the position.
4. Applications. Applications shall be available on the City website and in the City Clerk's Office. Submissions must be received before the advertised deadline for consideration for the appointment. All applications will be retained in the City Clerk's Office for one year from the date the application was submitted. During the one-year retention period of the application, an applicant shall be considered for other vacancies on Boards, Commissions, and Committees. The City Clerk's Office will notify the applicant being considered for an appointment to confirm that they are still interested in volunteering.
5. A member may only serve on one (1) Board, Commission, or Committee at a time. If an applicant applies for another position on a different Board, Commission, or Committee, that applicant will forfeit the prior seat and a vacancy will occur per policy.
6. Interviews:
  - a. Mayor Appointments: Interviews for Mayoral appointments will be conducted by the Mayor outside of the public meeting and scheduled by the Mayor's Office.
  - b. City Council Appointments: Interviews for the four (4) Civil Service Commission, Planning Commission, Housing Advisory Committee, and Port Commission who serve at the City Council's pleasure and are appointed by the City Council as a body will be interviewed in the public forum at a City Council Meeting as described below.
7. Mayoral Appointments:

The Mayor will make the motion to appoint (naming the appointee) and Councilmembers may second the motion. The City Clerk will then take a roll call

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vote of the City Council. A majority vote of the City Council will be required for the appointment. If the majority of the City Council choose to deny the proposed appointment, the Mayor shall either propose an alternative candidate from the current application pool or choose to reopen the application period and return to the City Council at a future City Council Meeting with a different applicant for consideration. If a Mayoral Appointment is not approved by the majority of the City Council by confirmation, that applicant is removed from the pool for that seat. The Mayor will return to a future meeting with a substitute Mayoral appointment.

8. For City Council Appointments, the Interview Process is as follows:
  - a. The City Clerk will provide an overview of the Board, Commission, or Committee(s) with current vacancy (ies). The Mayor will introduce the applicant and two (2) questions will be asked of each applicant on behalf of the City Council.
  - b. Each applicant is given two (2) minutes to make a brief introduction of themselves and their qualifications to the City Council.
  - c. Mayor and City Councilmembers will ask questions of each applicant. All applicants must be asked the same questions.
  - d. Total time per applicant is five (5) timed minutes with time allowed for clarification at the discretion of the City Council, not to exceed ten (10) minutes total per applicant.
  - e. All appointments and interviews before the City Council will be scheduled as needed to fill unexpected vacancies, with every effort to be made before an individual's term expires. Interviews may take place at one meeting, with appointments made at a subsequent meeting.
9. Vacancies for City Council Appointed Positions. If the vacancy is for a City Council appointed position, and there is more than one (1) applicant for a given position, the voting process will proceed as follows: Once the interviews are complete, each Councilmember votes for their choice via a written ballot provided by the City Clerk. Each Councilmember shall print and sign their name on the ballot. All ballots shall be considered a public record and be open to inspection by the public. The ballots are passed to the City Clerk who announces the number of votes for each candidate.

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If the appointment process is conducted via a virtual meeting the process is the same except the ballot/vote process. The City Clerk’s Office will provide a Vote Sheet (a piece of paper electronically) with the name of each applicant to be considered. The Mayor will count to three (3) and the Council will hold their vote sheet up in front of their face to make sure it is captured on the camera during the live virtual meeting. The City Clerk will tally the votes and will then confirm the votes with a verbal roll call. The applicant with the most votes is appointed.

In the event of a tie, each Councilmember votes again until one (1) candidate has the majority vote and is declared to be the newly-appointed member of the Board, Commission, or Committee.

10. Re-appointment beyond two terms. Anyone wishing to be re-appointed to any Board, Commission, or Committee and has served two or more full terms already must be approved by a four-fifths vote of the City Council. If all five members of the City Council are not present, or if one member abstains or recuses their vote, the four-fifths requirement shall be changed to require only a simple majority.

11. Report to Council:

All applications received for vacancies, whether Mayoral Appointment or City Council Appointment, will be attached to the staff report to Council. All applications will have private personal information redacted (name, street numbers and name of street address, and phone number). This redacted information is in alignment with Government Code Section 6255(a) because the public interest served by not disclosing the applicant’s personal, private information and protection of the applicant’s right to privacy outweighs the public interest served by disclosing that information.

12. An automatic vacancy upon becoming a Non-Resident. An unscheduled vacancy automatically occurs when a resident holding an appointment position on a City Board, Committee, or Commission becomes a non-resident by moving out of National City limits. When an unscheduled vacancy occurs due to a resident becoming a non-resident, the unscheduled vacancy may be filled as follows:

- a. A special vacancy notice shall be posted in the Office of the City Clerk, and in other places as directed by the City Council, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final Appointment at a City Council Meeting shall not be made by the Appointing Authority for at least 10 working days after the posting of the notice in the City Clerk’s Office.

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- b. The Appointing Authority may appoint the former resident to a Non-Residential position if a Non-Residential position is vacant.

However, the Appointing Authority may, if it finds that an emergency exists, fill the unscheduled vacancy immediately. A person appointed to fill the vacancy shall serve only on an acting basis until the final appointment is made pursuant to this section.

- 13. Only City Residents may be elected to Chair and Vice-Chair positions. To be eligible to be elected as the Chairperson of a City Board, Committee, or Commission, the member must be a resident of the City.
- 14. Resignations, Attendance, Training, and Removals

**Resignation:**

If a Commissioner or Member of a Board, Committee, or Commission is unable to continue serving because of health, business requirements, or personal reasons, a letter of resignation shall be submitted to the City Clerk, who will present to the City Council.

**Attendance:**

Regular attendance at meetings is critical to be effective operation of City Boards, Commissions, and Committees. The City Council relies on the advice of the City's Boards, Commissions, and Committees, which is the result of discussions among appointed members. The City Council anticipates that members of Boards, Committees, and Commissions shall make every reasonable effort to attend all regular and special meetings of their respective Boards, Commissions, and Committees, and to be prepared to discuss matters on their respective agendas.

A Commissioner or Member of a Board, Committee, or Commission shall be considered removed from any advisory board under the following conditions:

- 1. A Commissioner or Member of a Board, Committee, or Commission with unexcused absences from three consecutive regularly scheduled meetings.
- 2. A Commissioner or Member of a Board, Committee, or Commission misses more than 25% of the advisory body's meetings in a calendar year.

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3. A Commissioner or Member of a Board, Committee, or Commission must be present at least one hour, or 50% of the entire meeting, whichever is less, to be counted as present for purposes of attendance.

### Excused Absences:

An “excused absence” is only granted when absolutely necessary and pre-approved if at all possible. The City Council encourages Boards, Commissions, and Committees to refrain from scheduling meetings on cultural and religious holidays in order to encourage full participation by all Commissioners, Board Members, and the public. The pre-approval of excused absences will be by the body as a whole and documented in the meeting minutes.

### Excused absences are listed as follows:

1. Illness of the Commissioner or Member of the Board, Committee, or Commission, their family member, or their personal friend;
2. Business commitment of the Commissioner or Member of the Board, Committee, or Commission that interferes with the attendance at a meeting;
3. Attendance of the Commissioner or Member of the Board, Committee, or Commission at a funeral, religious service or ceremony, wedding, or other similarly-significant event; or
4. Other reason for which the Commissioner or Member of the Board, Committee, or Commission has given notice to the Chairperson or Secretary of their unavailability fifteen (15) days in advance, as long as the unavailability is not expected to last longer than 30 days.

### Removal:

The Secretary or Lead of each Board, Commission, or Committee will report the attendance to the Office of the City Clerk on a monthly basis. If the attendance or absences fall within these guidelines, the Office of the City Clerk will prepare a report to City Council for review and possible removal of the Commissioner, Member, or Alternate sitting on the Board, Committee, or Commission. Any Commissioner, Member, or Alternate sitting on a Board, Committee, or Commission may be removed from office at any time by a simple majority vote of the City Council at a regularly scheduled Council meeting with or without cause.

### Mandatory Training and Filing Requirements:

Commissioners and Members of Board, Committee, or Commission, as appointed by the legislative body, are entrusted with certain responsibilities and

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concomitant training and reporting. The following are requirements of Commissioners and Members of Boards, Commissions, and Committees. This training is required to be completed within 30 days of appointment or notification.

1. Oath of Office (Article XX of the California Constitution, and California Government Code Section 36507)
2. Fair Political Practices Commission (FPPC) Statement of Economic Interest Form 700 Filing (California Government Code Section 87100 et seq)
3. AB1234 Ethics Training (California Government Code Section 53235.1(b))
4. Sexual Harassment Training
5. Brown Act Training
6. Social Media Training
7. Any training required by State Law, Federal Law, or City Policies.

All training is offered in a variety of formats including in person, via Zoom, training website/software, and pre-recorded video. Currently, these are all requirements of the Mayor and City Council, and City staff.

Removal:

Failure to complete any of these requirements within 30 days of the appointment date or date of notification is cause for automatic removal.

#### Related Policy References

Government Code Section 40605

Government Code Section 54970, et seq.

Article XX of the California Constitution, and California Government Code Section 36507

California Government Code Section 53235(b)

California Government Code Section 87100 et seq

National City Municipal Code Title 16 (pending)

#### Prior Policy Amendments:

February 2, 2021 (Resolution No. 2021-08)

May 19, 2020 (Resolution No. 2020-95)

November 9, 1993 (Resolution No. 93-173)

June 11, 2013 (Revised – No Resolution – Refer to Meeting Minutes)

October 8, 2013 (Resolution No. 2013-147)

May 19, 2020 (Resolution No. 2020-20)

## BOARDS/COMMISSION/COMMITTEES

BOARDS, COMMISSION AND COMMITTEES (10)  TOTAL MEMBERS (51+)	BOARD OF LIBRARY TRUSTEE  (5 Members)	CIVIL SERVICE COMMISSION  (5 Members)	COMMUNITY AND POLICE RELATIONS COMMISSION  (8 Members)	PARK, RECREATION AND SENIOR CITIZENS' ADVISORY COMMITTEE  (7 Members)	PLANNING COMMISSION and HOUSING ADVISORY COMMITTEE  (7 Members) 2 Ex Officio	PORT COMMISSION  (1 Member)	PUBLIC ART COMMITTEE  (5 Members)	SWEETWATER AUTHORITY  (1 Member)	TRAFFIC SAFETY COMMITTEE  (5 Members)
<b>TERM</b>	3 Years	5 Years	3 Years	3 Years	4 Years	3 Years	3 Years	1 Year	3 Years
<b>RESIDENCY REQUIREMENT</b>	Yes	Yes	5 Resident up to 2 Non-Resident (1) Non-Voting Member	Yes	Yes	Yes	No	n/a	Yes
<b>VOTER REQUIREMENT</b>	No	No	No	No	No	No	No	No	No
<b>MAYORAL APPOINTMENT SUBJECT TO CONFIRMATION BY THE CITY COUNCIL</b>	X		X	X	Compensation set by Council Resolution		X	X	X
<b>CITY COUNCIL AS A BODY APPOINTMENT</b>		X			X	X			
<b>COMPENSATION</b>	No	No	No	No	No	No	No	No	No
<b>FORM 700 FILING REQUIREMENT</b>	Yes	Yes	Yes	No	Yes	n/a	No	n/a	No
<b>MEETINGS</b>	1 X per month	1X every other month	1X every 3 months	1X every 2 months	2X per month	n/a	1X per quarter	n/a	1X per month
<b>REQUIRED TO REPORT TO COUNCIL ANNUALLY</b>	Yes, on or before August 31st and to the State Librarian	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>OTHER</b>		Can not be salaried employee or holds office of the City							

CITY COUNCIL POLICY #107 and NCMC TITLE 16

**\*\*Effective February 2, 2020 all Chair and Vice-Chairs are required to be NC Residents**

The following page(s) contain the backup material for Agenda Item: [Motion of the City Council of the City of National City, California, approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # \_\_\_\_

05/03/22

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES OR RESOLUTIONS THAT ARE HAVING A PUBLIC HEARING CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES OR RESOLUTIONS SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Adoption of a Resolution Declaring Findings to Continue Teleconference Meetings to May 17, 2022, as required by AB 361. \(City Clerk\)](#)

Please scroll down to view the backup material.



**RESOLUTION NO. 2022-**

**RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, MAKING THE FINDINGS REQUIRED BY AB 361 TO CONTINUE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND THE CITY BOARDS, COMMISSIONS, AND COMMITTEES AFTER MAY 17, 2022 FOR A PERIOD OF 30 DAYS**

**WHEREAS**, the World Health Organization has declared the COVID-19 outbreak a global pandemic and local and state emergencies have been declared providing reprieve from certain public meeting laws such as the Brown Act; and

**WHEREAS**, beginning March 2020, California Governor Newsom executed Executive Order N-29-20 including additional updates as the pandemic progressed and extending into 2021. The most recent Executive Order N-08-21, issued June 11, 2021 waived all physical presence requirements under the Ralph M. Brown Act as a means of limiting the spread of COVID-19; and

**WHEREAS**, Executive Order N-08-21 is set to expire on September 30, 2021. The date was predicted as a time when hopes were that agencies could begin to transition back to public meetings held in full compliance with the Ralph M. Brown Act; and

**WHEREAS**, on September 16, 2021, California Governor Newsom signed into law Assembly Bill (AB) 361, which extends the authority of public agencies to conduct meetings by teleconference, including video conference, while the state of emergency resulting from the COVID-19 pandemic and accompanying recommendations for social distancing remain in place.

**WHEREAS**, on October 5, 2021, City Council adopted Resolution No. 2021-147 was adopted declaring findings to continue to teleconference for an additional 30 days.

**WHEREAS**, on November 2, 2021, City Council adopted Resolution No. 2021-164 was adopted declaring findings to continue to teleconference for an additional 30 days.

**WHEREAS**, on December 7, 2021, City Council adopted Resolution No. 2021-183 was adopted declaring findings to continue to teleconference for an additional 30 days.

**WHEREAS**, on January 4, 2022, City Council adopted Resolution No. 2022-01 was adopted declaring findings to continue to teleconference for an additional 30 days.

**WHEREAS**, on February 1, 2022, City Council adopted Resolution No. 2022-11 was adopted declaring findings to continue to teleconference for an additional 30 days.

**WHEREAS**, on March 1, 2022, City Council adopted Resolution No. 2022-31 was adopted declaring findings to continue to teleconference for an additional 30 days.

**WHEREAS**, on April 5, 2022, City Council adopted Resolution No. 2022-47 was

adopted declaring findings to continue to teleconference for an additional 30 days.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1:** Makes the findings required by AB 361 to continue teleconference meetings of the Legislative Body and its appointed Boards, Commissions, and Committees:

**Section 2.** Makes the findings that the City of National City meets the requirements to continue holding meeting remotely in order to ensure the health and safety of its staff and the public:

**Section 3.** That the City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED and ADOPTED** this 3rd day of May 2022, by the following vote:

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Luz Molina, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, California, authorizing the City Clerk's Office to apply for certification from the U.S. Department of State, establishing a passport acceptance facility in the City Clerk's Office located in City Hall. \(City Clerk\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** May 3, 2022

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, California, Authorizing the City Clerk's Office to Apply for Certification from the U.S. Department of State, Establishing a Passport Acceptance Facility in the City Clerk's Office located in City Hall. (City Clerk's Office)

**PREPARED BY:** Shelley Chapel, Deputy City Clerk

**DEPARTMENT:** City Clerk's Office

**PHONE:** 619-336-4225

**APPROVED BY:** Shelley Chapel

**EXPLANATION:**

According to the U.S. Department of State, in 2019, over 20,690,491 Passport Books and Cards were issued, and prior to the pandemic there was a steady rise in applications of over 2 million per year. Due to the pandemic there was a decrease by 8 million in 2020, but that is not considered to remain at that number once world-wide travel is an option again. California is the #1 state for passport issuance at 2,693,339 in 2019, with the next closest state being Texas at 1,503,296, it's important that the City of National City offer this service as there is a great demand.

Facilities within the County of San Diego are limited, a Passport Acceptance Facility would be a service provided by the City Clerk's Office the Deputy City Clerk and additional staff to obtain Passport Agent Training and provide the service. Contact with the U.S. Department of State affirmed there is a need for additional Passport Acceptance Facilities in the area of National City, with the closest facility being 4 miles away.

Approval of the establishment of a Passport Services Acceptance Facility in the City Clerk's Office, located at City Hall, and upon item approval, the proposed Fiscal Year 2022-2023 Budget appropriations will increase by \$41,560 for supplies, equipment, calendaring software, and staff.

**FINANCIAL STATEMENT:**

**APPROVED:** Molly Bon **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Upon item approval, the proposed FY23 General Fund budget appropriations will increase by \$41,560 and revenue will increase by \$61,000, for a net impact of \$19,440 in new revenue.

**ENVIRONMENTAL REVIEW:**

This action is not subject to review under the California Environmental Quality Act (CEQA)

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Staff recommends that City Council 1) adopt a Resolution Authorizing the City Clerk's Office to Apply for Certification from the U.S. Department of State, Establishing a Passport Acceptance Facility in the City Clerk's Office located in City Hall, and 2) Authorizing the appropriation of funds to purchase equipment, supplies, and fund additional staff to be trained as Passport Agent in the City Clerk's Office.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Explanation  
Resolution

**Explanation:**

Approval of the establishment of a Passport Services Acceptance Facility in the City Clerk’s Office, located at City Hall, and amend the Fiscal Year 2022-2023 Budget by appropriating \$41,560 for supplies, equipment, calendaring software, and staff.

The City Clerk’s Office has determined that it would be beneficial to the residents of the City of National City to provide the access to its own Passport Acceptance Facility. Facilities within the County of San Diego are limited, a Passport Acceptance Facility would be a service provided by the City Clerk’s Office the Deputy City Clerk and additional staff would train as Passport Agents to provide the service. The Deputy City Clerk brings experience as a Passport Agent for over 19 years, in three (3) other cities; Poway, Burbank and most recently Lemon Grove. Proven experience in setting up Passport Acceptance Facilities, with an established rapport with the U.S. Department of State San Diego Passport Agency. Contact with the U.S. Department of State affirmed there is a need for additional Passport Acceptance Facilities in the area of National City, with the closest facility being 4 miles away.

Consideration of staffing, the hours of service may be during business hours of Monday – Thursday 8:00 a.m. to 5:00 p.m. Processing would be by appointment only to control the amount of customers in the City Clerk’s Office lobby at one time, considering social distancing practices. Providing appointments beginning at 8:00 a.m. and ending at 5:00 p.m. accommodates those working and those with school aged children, since both parents and the children under 16 are required appear in person at the appointment. Walk-Ins would only be accepted if accommodations and schedule allow, such as a cancellation.

The Acceptance Facility would accept applications for new or replacement passport books, passport cards, and renewals for children. Renewals for adults are only by mail, unless the passport was issued more than 15 years prior. National City Acceptance Agents are restricted from executing their own application, or applications for personal friends, family members, or co-workers from their own facility. This would also include Elected Officials.

According to the U.S. Department of State, in 2019, over 20,690,491 Passport Books and Cards were issued, and prior to the pandemic there was a steady rise in applications of over 2 million per year. Due to the pandemic there was a decrease by 8 million in 2020, but that is not considered to remain at that number once world-wide travel is an option again. California is the #1 state for passport issuance at 2,693,339 in 2019, with the next closest state being Texas at 1,503,296, it’s important that the City of National City offer this service as there is a great demand.

In the very near future, a passport book or card would aid in domestic travel as the REAL ID Act established in 2005, will begin to be enforced May 3, 2023. According to the Department of Homeland Security, “every state and territory resident will need to present a REAL ID compliant license/ID or another acceptable form of identification to board commercial aircraft” this includes flying domestically. If a traveler does not have a REAL ID issued by the DMV in their State of residency, the U.S. Passport or Passport Card may be accepted as an alternate form of ID. Because of this upcoming deadline, it is expected that there will be a greater demand for Passport Acceptance Facilities services.

**Program Costs:**

The costs associated with this service include camera equipment, printer, film and supplies, online scheduling service (Veribook), and staff. The calendaring software (Veribook) will allow customers to make appointment online through the City’s website. This software will provide next available appointments, as well as allow customers to schedule appointments up to two months in the future. Utilizing the software for appointments will reduce phone calls to the City Clerk’s Office to set appointments. A Passport Acceptance Facility page would be provided on the City website with all of the necessary information including fees and links to applications and instructions.

The initial investment for equipment would be a one-time expense and the ongoing supplies estimated to be under \$500 annually, this cost would vary depending on the success of the facility.

Camera, Printer, and Cutter	\$600
Ink Cassettes and Paper	\$135
White Screen	\$125
Office Supplies	\$300
Marketing Supplies Flyers/Postcards	\$300
Online Scheduling Service (Annual Fee)	\$1000
	<hr/>
	\$1560

Annual recurring costs to manage the facility would be approximately \$2,000 annually for scheduling service and ink cassettes and paper for photos. This does not include postage which will vary with the amount of passports processed. Postage would be an expense that would be paid from fees collected with each passport application processed. The U.S. Department of State regulates the fees that Acceptance Facilities charge, currently that fee is \$35 per application processed. The requirement to use Priority Mail provides a tracking mechanism, the current fee for mailing Priority Mail is \$7.70, one Priority Mail package accommodates up to 15 applications to be grouped together depending on size which would limit the amount of packages and postage.

In addition to the Acceptance Fee, revenue would be generated by taking Passport Photos. Staff recommends setting a fee of \$17 for photos, this is consistent with businesses that take passport photos in the local area and would provide a convenience as a one-stop full-service acceptance facility. (e.g. CVS \$16.99, and Walgreens \$15.99)

Staff is estimating currently six (6) applications per day (1,188 annually), including photos, an estimated \$61,000 revenue to the General Fund for the first year. The number of applicants will build with time as COVID-19 restrictions reside, and the community becomes aware of the service and facility, as well as those in neighboring communities.

**Staffing:**

Currently the City Clerk’s Office is staffed with one full-time Deputy City Clerk and one full-time Executive Assistant employee. There are additional requirements to being an agent:

1. Be at least 18 years of age,
2. A U.S. Citizen or U.S. National,

3. Permanent full-time or part-time employee of the City (not temporary, contractual, ad hoc or volunteer), and
4. Must complete the online training and pass the exam.

To provide dedicated service to this facility, additional staff would be requested in the City Clerk's Office. Staff would like to propose:

Hire two (2) part-time hourly Senior Office Assistants who would be trained to be Passport Agents. When not with passport appointments, additional staff time would be used assisting in the City Clerk's Office, filing, scanning records, and assisting the Deputy City Clerk.

*Cost: Two (2) Senior Office Assistants (part-time) (includes hourly wage for 20 hours per employee – non-benefitted includes PARS and Medicare only) \$40,000*

This position would work along with the City Clerk's Office staff in providing this service to the community. This position would be responsible for answering phone calls to the City Clerk's Office which will increase due to passport questions, filing and scanning of records as well as assisting in other areas of the office during slow periods.

Staff is confident that this program will be successful. An overwhelming affirmation from the U.S. Department of State leads staff to believe the City would provide a much needed service. Based on numbers considering COVID restrictions staff estimates five (5) to twenty-five (25) applications per week. This will increase as business returns to normal following restrictions, and as the word gets out about the service.

#### **Advertising and Promoting:**

In addition to the facility being listed on the U.S. Department of States website, City website, City Social Media, staff would create marketing material to promote the service that could be shared at community events and City facilities.

#### **Strategic Plan and Seven C's:**

Implementing this program meets two (2) of the City's Strategic Plan Focused Areas:

1. Balanced Budget and Economic Development by partnering with other public agencies to increase revenue and augment services.
2. Communication and Outreach by connecting with the community, through meaningful outreach and providing a customer service not available within the City currently.
3. Meeting all of the Seven C's: Culture, Courtesy, Collaboration, Communication, and Commitment to our Community.

#### **Conclusion:**

As a non-revenue generating department, this would allow the City Clerk's Office an opportunity to provide a benefit to the budget through the fees collected. Those fees would be applied directly to the General Fund, while providing a valuable service to the community that is currently not available. Chula Vista Public Library and Post Office are the closest facilities to National City, and are over 4 miles away

from City Hall. If approved staff would move forward with the certification process with the U.S. Department of State. The Deputy City Clerk named as the Program Manager would be responsible for the annual certification which includes random audits, and training requirements. This would also include the required annual re-certification of both the facility and passport agents. If approved as a passport acceptance facility, service could begin June/July 2022.

**Staff Recommendation:**

Staff recommends that City Council adopt a Resolution Authorizing the City Clerk's Office to Apply for Certification from the U.S. Department of State, Establishing a Passport Acceptance Facility in the City Clerk's Office located in City Hall; and

Authorizing the appropriation of funds to purchase equipment, supplies, and fund additional staff to be trained as Passport Agent in the City Clerk's Office.

**RESOLUTION NO. 2022 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY CLERK’S OFFICE TO APPLY FOR CERTIFICATION FROM THE U.S. DEPARTMENT OF STATE TO ESTABLISH A PASSPORT ACCEPTANCE FACILITY IN CITY HALL**

**WHEREAS**, the City of National City’s (“City”) Office of the City Clerk has determined that it would be beneficial to City residents to provide access to a Passport Acceptance Facility; and

**WHEREAS**, the City’s Office of the City Clerk requests the City Council authorize it to apply to the U.S. Department of State for certification to establish a Passport Acceptance Facility; and

**WHEREAS**, the City’s Office of the City Clerk further requests the City Council authorize it to establish a Passport Acceptance Facility in the Office of the City Clerk located in City Hall; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1.** Authorizes the City’s Office of the City Clerk requests the City Council authorize it to apply to the U.S. Department of State for certification to establish a Passport Acceptance Facility; and

**Section 2.** Authorizes the City’s Office of the City Clerk further requests the City Council authorize it to establish a Passport Acceptance Facility in the Office of the City Clerk located in City Hall.

**Section 3.** The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions of the City.

**PASSED, and ADOPTED this 3<sup>rd</sup> day of May, 2022.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Luz Molina, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute an agreement with Luth and Turley, Inc. in the not-to-exceed amount of \\$150,000. \(City Attorney\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** 5/3/2022

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute an agreement with Luth and Turley, Inc. in the not-to-exceed amount of \$150,000.

**PREPARED BY:** Charles E. Bell, Jr., City Attorney

**DEPARTMENT:** City Attorney

**PHONE:** (619) 336-4220

**APPROVED BY:** 

**EXPLANATION:**

The City of National City's Risk Management Department utilizes contractors to assist with investigating and repairing damages in response to Government Tort Claims. In furtherance of its efforts to timely and efficiently respond to said Government Tort Claims the Risk Management Department requests City Council authorization to retain Luth and Turley, Inc. to assist with restoration, extractions, reconstruction and repairs arising from flooding due to City of National City sewer mains.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

627-405-081-432-0000 Liability Claim

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

This action does not constitute a project under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2).

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the Mayor to execute an agreement with Luth and Turley, Inc. in the not-to-exceed amount of \$150,000.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

- Agreement
- Resolution

**SHORT FORM SERVICES AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
LUTH AND TURLEY, INC.**

THIS AGREEMENT is entered into this 3<sup>rd</sup> day of May, 2022, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and LUTH AND TURLEY, INC., a California Corporation (the “CONTRACTOR”).

NOW, THEREFORE, CITY agrees to engage CONTRACTOR to perform the services set forth herein in accordance with the following terms and conditions:

1. **Description of Services.** CONTRACTOR shall provide services as outlined in attached proposal, Exhibit “A.”

2. **Length of Agreement.** The duration of this Agreement is from May 3, 2022 through May 3, 2025.

3. **Compensation.** The total compensation to CONTRACTOR for providing the services set forth herein shall not exceed \$150,000.00. The compensation for CONTRACTOR’S work shall be based upon and not exceed the rates given in Exhibit “A” (the labor rates) without prior written authorization from CITY.

4. **Payment Schedule.** CITY will make payment within thirty (30) days of receiving and approving a billing statement for the satisfactorily completed services of CONTRACTOR.

5. **Termination.** CITY may terminate this Agreement at any time by providing one (1) day’s written notice to CONTRACTOR.

6. **Independent Contractor.** It is agreed that CONTRACTOR is an independent Contractor, and all persons working for or under the direction of CONTRACTOR are CONTRACTOR’S agents, servants and employees, and said persons shall not be deemed agents, servants, or employees of CITY.

7. **Insurance.** CONTRACTOR shall obtain:  
A.  If checked, Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. Commercial General Liability Insurance, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a

separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this “project” or “location”. The “project” or “location” should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. Workers’ compensation insurance in an amount sufficient to meet statutory requirements covering all of CONTRACTOR’S employees and employers’ liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers’ Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY’s Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. Said policies, except for the professional liability and workers’ compensation policies, shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and separate additional insured endorsements shall be provided.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City  
c/o Risk Manager  
1243 National City Boulevard  
National City, CA 91950-4397

H. If required insurance coverage is provided on a “claims made” rather than “occurrence” form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the “retro” date must be on or before the date of this Agreement.

I. Insurance shall be written with only insurers authorized to conduct business in California which hold a current policy holder’s alphabetic and financial size category rating of not less than A:VII according to the current Best’s Key Rating Guide, or a company of equal financial stability that is approved by the City’s Risk Manager. In the event coverage is provided by non-admitted “surplus lines” carriers, they must be included on the most recent List of Approved Surplus Line Insurers (“LASLI”) and otherwise meet rating requirements.

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with, and approved by the CITY’s Risk Manager. If the CONTRACTOR does not keep all insurance policies required by this Section 7 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

K. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 7, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

L. If the CONTRACTOR maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

8. **Indemnification and Hold Harmless.** To the maximum extent provided by law, the CONTRACTOR agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers employees, or volunteers. CITY will cooperate reasonably in the defense of any action, and CONTRACTOR shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

## 8. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

9.1 **PERS Eligibility Indemnification.** If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 9. This Section 9 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

9.2 **Limitation of CITY Liability.** The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

9.3 **Indemnification for Employee Payments.** CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

9. **Acceptability of Work.** The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance, and/or the compensation payable to the CONTRACTOR.

10. **Business License.** CONTRACTOR must possess or shall obtain business license from National City Finance Department before beginning work.

11. **Prevailing Wages.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. CONTRACTOR is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

12. **Administrative Provisions.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement will control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Assignment & Assumption of Rights.* CONTRACTOR shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

H. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California. The CONTRACTOR shall comply with all laws, including federal, state, and local laws, whether now in force or subsequently enacted.

J. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

K. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent, or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

L. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY. In the event any portion of the work under this Agreement is subcontracted, the subcontractor(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 7 and the indemnification and hold harmless provision of Section 8 of this Agreement.

N. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

**SIGNATURE PAGE ATTACHED**

IN WITNESS WHEREOF, this Agreement is executed by CITY and by CONTRACTOR on the date and year first above written.

**CITY OF NATIONAL CITY**

By: \_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Charles E. Bell Jr.  
City Attorney

**LUTH AND TURLEY, INC.**

*(Corporation – signatures of two corporate officers required)*

By:   
*(Name)*

Cal Turley  
*(Print)*

President  
*(Title)*

By:   
*(Name)*

Mike Turley  
*(Print)*

Vice President  
*(Title)*

**CONTACT INFORMATION**

**CITY OF NATIONAL CITY**

1243 National City Boulevard  
National City, CA 91950-4397

Phone: (619) 336-4370  
Contact: Mike Gomez  
Title: Risk Manager  
Dep.: Risk Management  
Email: riskmanager@nationalcityca.gov

**LUTH AND TURLEY, INC.**

1350 Hill Street  
El Cajon, CA 92020

Phone: (619) 579-8673  
Fax: (619) 579-0023  
Contact: Mike Turley  
Title: Vice President  
Email: Mike@luthturley.com  
Taxpayer I.D. No.: 95-3412756

# **EXHIBIT A**



**PROPOSAL**  
**NATIONAL CITY WASTEWATER RESTORATION SERVICES**

Service Provider- Luth & Turley Inc.  
Contact- Mike Turley (619) 933-9057  
Email- [Mike@luthturley.com](mailto:Mike@luthturley.com)

Services Authorized by National City- Wastewater cleanup and resulting repairs.

**Service Provider General Information**

Luth & Turley is a full-service General Contractor that specializes in flood and sewer backup restoration services since 1978. Located in El Cajon, we are the oldest and most experienced restoration specialist still active in San Diego County. We are very honored to have been selected as a service provider for National City Wastewater Department. For additional information on our company please visit our website at [www.Luthturley.com](http://www.Luthturley.com)

**Proposed Service Pricing-** There are two pricing structures that will apply, and they are as follows.

- ◆ **Restoration Clean up and Extractions.** This portion of the service needs will be completed on a time and material (T/M) basis. Attached you will find a copy of our confidential Schedule of fees that lists the most common labor, material, and equipment used for this portion of the service.
- ◆ **Reconstruction and or Repairs.** This portion will be a line-item estimate showing specific material and labor need utilizing unit cost pricing. This pricing is provided within our estimating database supplied by a commonly used software from Xactimate.

**Note:** Luth & Turley is NOT a wholesale supplier of specialty equipment, trades, or supplies. All purchases or needed specialty sub-contractors will include a 15% mark up as well as contractor O/P (overhead and profit).



4/21/2022

**RATES AND CONDITIONS**

	<b><u>*Rates</u></b>	<b><u>PER HOUR</u></b>
Standard air mover	\$ 35.00	Per Day
Large capacity dehumidifier	\$ 125.00	Per Day
Remove carpet & pad	\$ 107.00	Per hour
Clean carpet	\$ 107.00	Per hour
Deodorize & clean carpet	\$ 107.00	Per hour
Install new carpet & pad	\$ 15.47	SY
Remove Floor tile	\$ 107.00	Per hour
Install vinyl square tile	\$ 1.31	SF
Install vinyl sheet tile	\$ 21.00	SY
Install ceramic floor tile	\$ 10.35	SF
Carpenter labor (Skilled labor)	\$ 125.00	Per hour
Installation of Drywall, tape and texture	\$ 120.00	Per hour
Painting	\$ 107.00	Per hour
Plumber labor (Skilled labor)	\$ 165.00	Per hour
Remove & Reset commode	\$ 225.00	EA
Water extraction	\$ 107.00	Per hour
Landscaping	\$ 107.00	Per hour
Mopping & Cleaning	\$ 107.00	Per hour
Loading & hauling of debris	\$ 107.00	Per hour
Supervision Construction & Flood	\$ 130.00	Per hour
Customer Service Representative	\$ 130.00	Per hour
Replacement of equipment filters & ducting	Per Receipts	
Equipment rental	Per Receipts	
Materials supplied by Luth & Turley	Per Receipts	

(1) Rates are for work performed between 7 AM & 4 PM Monday-Friday

(2) Overtime time and a half rates will apply for work completed between 4 PM & 7 AM Monday- Friday- As Governed by state labor laws

(3) Time and a half will be charged for all work completed on Saturdays and double time will be charged for work completed on Sundays & Holidays

(4) Rates are for work completed by Luth & Turley, Inc. employees and does not apply to work performed by Subcontractors of Luth & Turley, Inc.

(A) A 15% Mark-up will be added to above rates & receipts.

(B) A 15% Mark-up will be added to all subcontract invoices



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \$ 500

Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

**Person or Organization**

**Job Description**

ANY WRITTEN CONTRACT REQUIRING ENDORSEMENT FROM OUR INSURED  
1350 HILL STREET  
EL CAJON, CA 92020

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 10/01/2021

Policy No. WCV5504572

Endorsement No. 1

Insured Luth & Turley, Inc.

Insurance Company CompWest Insurance Company

Countersigned by  \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage.	All locations and jobs performed that have a written contract, agreement, or permit.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage.	All locations per written contract, agreement or permit. Description: All jobs performed that have a written contract, agreement, or permit.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

## SCHEDULE

**Name Of Person Or Organization:**

Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

**Named Insured:** Luth & Turley Inc  
**Endorsement Effective Date:** 10/01/2021

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**  
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

**B. Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> Luth &amp; Turley Inc</p> <p><b>Endorsement Effective Date:</b> 10/01/2021</p>
---

### **SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b> Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**RESOLUTION NO. 2022 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LUTH AND TURLEY, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$150,000**

**WHEREAS**, the City of National City's ("City") Risk Management Department utilizes contractors to assist with investigating and repairing damages in response to Government Tort Claims; and

**WHEREAS**, in furtherance of its efforts to timely and efficiently respond to said Government Tort Claims, the Risk Management Department requests City Council authorization to retain Luth and Turley, Inc. to assist with restoration, extractions, reconstruction, and repairs arising from flooding due to City of National City sewer mains; and

**WHEREAS**, City staff recommends City Council authorize the Mayor to execute an Agreement with Luth and Turley, Inc. in the not-to-exceed amount of \$150,000.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1:** Approves and authorizes the Mayor to execute an Agreement with Luth and Turley, Inc. in the not-to-exceed amount of \$150,000.

**Section 2:** The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED and ADOPTED this 3<sup>rd</sup> day of May, 2022.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Luz Molina, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, California, authorizing the issuance of a Request for Qualifications \(“RFQ”\) for legal services for the Public Works and Engineering Department of National City. \(City Attorney\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** 5/3/2022

**AGENDA ITEM NO.** |

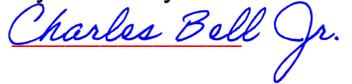
**ITEM TITLE:**

Resolution of the City Council of the City of National City, California, authorizing the issuance of a Request for Qualifications (“RFQ”) for legal services for the Public Works and Engineering Department of National City.

**PREPARED BY:** Charles E. Bell, Jr., City Attorney

**DEPARTMENT:** City Attorney

**PHONE:** (619) 336-4220

**APPROVED BY:** 

**EXPLANATION:**

The City of National City is seeking approval to release a Request for Qualifications (“RFQ”) for the Public Works and Engineering Department for legal services. The City is seeking the services of a professional, highly qualified attorney to lead as-needed, general legal services regarding Public Works and Engineering law matters.

Any contract resulting from this RFQ shall not be effective unless, and until, approved by the City. Upon approval, the contract shall start within one (1) day after the award of the contract.

**FINANCIAL STATEMENT:**

**APPROVED:**  **Finance**

**ACCOUNT NO.**

001-416-029-209-0000 Legal Services

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

This action does not constitute a project under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2).

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution approving the issuance of a Request for Qualifications for the Public Works and Engineering Department for legal services for the City of National City.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

- Request for Qualifications
- Resolution



## **REQUEST FOR QUALIFICATIONS FOR PUBLIC WORKS AND ENGINEERING LEGAL SERVICES**

### **1. INTRODUCTION**

The City of National City (“City”) is a general law city which operates under a council-manager form of government. The City Council has an elected Mayor, Vice Mayor, and three Councilmembers who are elected at large for a term of four years. The citizens of National City also elect the City Treasurer and City Clerk.

The City Council is responsible for setting policies, enacting ordinances, adopting the budget, reviewing the General Plan, appointing committees, and appointing the City Manager and City Attorney. The City Manager is responsible for carrying out policies and ordinances of the City Council, appointing City department heads, and overseeing the day-to-day operations of the City. National City is organized into the departments of City Manager, City Clerk’s Office, City Attorney’s Office, Building, Planning, Engineering/Public Works, Finance, Fire, Police, Housing & Economic Development, Community Services, Information Technology, Library, Neighborhood Services, and Human Resources. The City’s total all funds budget is \$107.8 million, and the workforce consists of approximately 360 employees. For more information on the City of National City, please visit their website at: [www.nationalcityca.gov](http://www.nationalcityca.gov)

### **2. THE COMMUNITY**

The City of National City was incorporated in 1887 and is a full service, general law city serving a vibrant, socio-economically diverse community. National City’s multi-cultural population, mild climate and central location make National City a great place to live and work. The spirit of National City is a welcoming one, and the residents take great pride in its rich history and traditions, diverse cultures, dynamic and progressive atmosphere, strong community spirit, schools, neighborhoods and vibrant business districts.

National City, San Diego County’s second oldest city is centrally located in the South Bay region of the San Diego metropolitan area, in southwestern San Diego County. National City is truly “In the center of it all.” A thriving bi-national region of 5 million consumers, the City’s competitive edge is its central location, transportation network, and business industry.

RFQ for Legal Counsel  
Public Works and Engineering

National City is positioned for prosperity, with proximity to the San Diego Bay, US-Mexico border, downtown San Diego, international airport, rail, San Diego State University, and other colleges and universities. Adjacent to the San Diego Bay, National City can be easily accessed by interstates 5 and 805, and highways 54 and 15. The San Diego Trolley and the Metropolitan Transit System (MTS) services National City 7 days a week. The robust transportation resources conveniently connect the City to the region.

National City is home to over 3,000 businesses – a remarkable number for a city with a population of slightly over 61,000. A variety of industries, ranging from small family-owned operations to multi-million-dollar corporations can be found in National City. The National City Marine Terminal, part of the Unified Port of San Diego, is the most advanced vehicle import and export facility on the West Coast, processing more than 270,000 vehicles annually. Lumber is also imported from the Pacific Northwest for construction use throughout the region. National City's port area extends three miles along San Diego Bay and is part of the largest U.S. Navy installation on the West Coast.

National City's 87.2 acres of park land exceeds the statewide norm. The City's four sprawling major parks include El Toyon Park, Kimball Park, Las Palmas Park, and Sweetwater Heights Park, plus the National City Golf Course. The National City recreation division provides programs at the Las Palmas Olympic-sized pool as well as at six recreation centers. The City has 10 elementary schools, 2 middle schools, 1 high school, and 1 community college.

### **1.1. Purpose of Invitation**

This Request for Qualifications ("RFQ") is focused on obtaining the services of a professional, highly qualified attorney to lead as-needed, general legal services regarding public works and engineering law matters.

Interested and qualified firms who have demonstrated their ability at comparable work are invited to submit their qualifications.

Submittals, requests for information, or questions relative to this Request for Qualifications should be addressed to:

City Attorney  
City of National City  
1243 National City Blvd.  
National City, CA 91950  
619-336-4220  
attorney@nationalcityca.gov

RFQ for Legal Counsel  
Public Works and Engineering

## **1.2 Submittal Deadline**

Qualifications will be accepted until June 2, 2022. The submittal must include one original and one copy.

## **1.3 Contract Length**

The agreement will be effective on date fully executed and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days' written notice to the other.

## **1.4 Scope of Services**

The City of National City is seeking an attorney to perform the full range of services related to general legal services regarding public works and engineering law matters.

## **2.0 SUBMITTAL REQUIREMENTS**

The respondent shall follow the format specified below. Each section should be tabbed and labeled in the order shown below.

### **2.1 Submittal Cover**

The cover shall include the title, submittal due date, name, address, telephone and fax numbers, and e-mail address of the principal contact.

### **2.2 Table of Contents**

The table of contents shall be complete and clear.

### **2.3 Cover Letter**

The letter shall be brief. Any changes to the submittal format or deletions of requested material should be explained in the cover letter. The letter should also include the location of the office(s) in which the proposed attorney(s) is located.

## **2.4 Statement of Understanding and Proposed Methodology**

The respondent shall provide a written narrative that demonstrates an understanding of this invitation and a proposed methodology for implementing the Scope of Services, provided above in Section 1.4.

## **2.5 Project-Related Experience**

This section shall include examples of respondent's experience in the past ten years specifically related to the Scope of Services. This section should also describe respondent's experience advising municipalities with public works and engineering matters.

## **2.6 Project Personnel**

A resume for each attorney proposed to perform as legal services should be provided with their relevant municipal public works and engineering experience.

## **2.7 Insurance**

Respondent shall be required to comply with all the insurance requirements required under the contract, a sample of which is attached hereto.

## **2.8 Schedule of Rates**

Respondent shall include a "Schedule of Rates" in a sealed envelope, including rates for all of the personnel that may provide services under this contract.

## **2.10 References**

The listing of other clients represented is critical and contact information should be provided for reference checks. Please provide at least three public sector clients and three union/employee representatives (if applicable) as references for each professional proposed in Section 2.6. Include each reference's name, address, and telephone number. In addition, provide a list the municipalities your firm, and in particular, the proposed attorney, provided similar services for within the past three (3) years.

## **2.9 Additional Required Information**

The following information should also be provided:

- Type of firm: individual, partnership, or corporation.

- Organizational structure of the firm, history, including number of years in existence, number and location of offices, total number of employees.
- Describe the ability of your firm to provide local service to the City.
- Names and titles of all principals/officers of the firm (name, title, phone number).
- How many years has your firm been providing public works and engineering advisory services to municipalities?
- Describe the firm’s philosophy about customer service and quality assurance.
- Describe your firm’s resources or methods to provide education on best practices, trends or hot topics.
- Describe the organization’s legal research capabilities and how you communicate legislative updates to your clients.
- Describe your firm’s commitment to diversity in both your employment practices and in client relations.

### **3.0 SELECTION PROCESS AND EVALUATION CRITERIA**

#### **3.1 Selection Criteria**

The responses will be evaluated based upon the following:

- Respondent’s submittal demonstrates an understanding of the Scope of Services.
- Respondent’s knowledge of the law regarding public works and engineering matters.
- Availability and accessibility, including the location of the office that will be servicing the City of National City.
- The experience, professional credentials and references of those who will be advising the City of National City.
- Respondent’s commitment to diversity in both your employment practices and in client relations.

#### **3.2 Submittal Selection Process**

A selection committee will review the submittals and “short-list” the most qualified respondents. This committee may then choose to interview selected respondents. The proposed attorney(s) from the law firm must attend. Thereafter, a recommendation will be made for a final decision.

#### **3.3 Submittal Schedule**

Distribution/Advertisement	May 3, 2022
Deadline for response	June 2, 2022

RFQ for Legal Counsel  
Public Works and Engineering

Interviews	week of June 13, 2022
Selection and Recommendation	June 29, 2022
City Council Approval	August 2, 2022

### **3.4 Legal Services Agreement**

The firm selected shall be required to enter into a Legal Services Agreement for this project with the City, a sample of which is attached hereto. Any contract resulting from this RFQ shall not be effective unless, and until, approved by the City, which may require City Council approval. Upon approval, the contract shall start within 1 day after the award of the contract.

Before the City executes a contract, the selected firm shall furnish the City certificates evidencing insurance, as required by the City. The City shall be named as additional insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

## **4.0 DECLARATIONS AND ADDITIONAL INFORMATION**

### **4.1 The City of National City Rights Regarding this Invitation**

The City reserves the right to reject all submittals for any reason without indicating reasons for said rejection. The City accepts no financial responsibility for any costs incurred by respondent. Issuance of this Request for Qualifications does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services.

The City reserves the right to waive any irregularities or informalities in the proposal or proposal process. The City retains the right to reject all submittals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful respondent.

### **4.2 Acknowledgement of Amendments**

Each firm receiving a copy of this shall acknowledge receipt of any amendment to this Request for Qualifications by signing and returning the amendment with the completed proposal. The acknowledgment must be received by the City of National City at the time and place specified for receipt of qualifications.

### **4.3 Right to Cancel**

The City reserves the right to withdraw or cancel, for any or no reason, at any time, in part or in its entirety, this RFQ, including but not limited to: selection schedule, submittal date, and submittal requirements.

### **4.4 Variations in Scope of Work**

The City may materially change the scope of services by way of amendment to this RFQ, signed by the City Clerk. The City may waive the written requirement for a variation in the scope of services if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

### **4.6 Applicable Laws**

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation related to the contract or this RFQ shall be brought in the State of California, with a venue of the San Diego Superior Courts. The firm awarded the contract shall comply with all applicable Federal, State, and local laws and regulations.

### **4.7 Public Information**

All documents received by the City are considered public records and will be made available after the RFQ selection for public inspection and copying upon request.

### **4.8 Compensation**

The respondent agrees, if selected, that compensation shall be governed by the terms set forth and agreed to the in the Legal Services Agreement.

### **4.9 Independent Contractor Status**

The respondent agrees, if selected, that he or she shall perform the services as independent contractor(s) and not employee(s) of the City. The City shall not be considered the employer of respondent. The respondent understands, if selected, the respondent shall have the sole responsibility for deciding the manner and means of providing the services, except as outlined in the final contract and its attachments or exhibits.

#### **4.10 Indemnification**

The respondent agrees, if selected, to indemnify and hold harmless the City and all its officers and employees from any and all liability, claims, costs, including reasonable attorney's fees, demands, damages, expenses, and causes of action as outlined in the contract.

#### **4.11 Examination of Solicitation**

The respondent understands that the information provided herein is intended solely to assist the respondent in submittal preparation. To the best of the City's knowledge, the information provided is accurate. However, the City does not warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis for invalidating this solicitation. Further, by submitting a response to this solicitation, the respondent represents that he or she has thoroughly examined and become familiar with work required in the solicitation and is capable of performing quality work and to achieve the objectives of the City.

### **5.0 APPENDICES**

Appendix A – Sample Agreement

**AGREEMENT FOR LEGAL SERVICES  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
[FULL LEGAL COMPANY NAME]**

THIS AGREEMENT FOR LEGAL SERVICES (the “Agreement”) is made between THE CITY OF NATIONAL CITY, a municipal corporation, (the “CITY”) and \_\_\_\_\_, a law corporation (the “FIRM”). This Agreement sets forth the parties’ mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

**Article 1. Retainer.** The CITY hereby retains the FIRM to assist in representing the CITY in connection with litigation and government claims issues, subject to this Agreement.

**Article 2. Effective Date and Term.** This Agreement shall be effective on \_\_\_\_\_ and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days’ written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

**Article 3. Scope of Services.** The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: consultation with the City Attorney and Risk Management on Government Claims, defense of the City on litigated matters, advice and counsel to the City Council, and communications with City staff as per the Proposal Letter attached as Exhibit A (“LEGAL SERVICES”). In addition, the City may increase the scope of work with the FIRM’s agreement, and such additional work will be confirmed via a letter that shall bring such work within the scope of this agreement. It is expected that the FIRM will work with the City Attorney and CITY staff.

**Article 4. Compensation.** Compensation paid under this Agreement shall be as set forth in the Proposal Letter attached as Exhibit A.

A. The FIRM shall not use more than one attorney for the same specific task without the CITY’S approval. The FIRM may use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with and obtaining approval by the CITY.

B. The FIRM agrees to document a plan and budget consistent with the scope of services described above in Article 3 to be agreed to by the City Attorney and the FIRM. The CITY shall not be obligated to pay the FIRM amounts not discussed, budgeted, and agreed to before being incurred by the FIRM.

C. The CITY has appropriated or otherwise duly authorized the payment of an amount not to exceed \_\_\_\_\_ for LEGAL SERVICES and out-of-pocket

disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CITY.

D. The FIRM shall keep the CITY advised monthly as to the level of attorney hours and client services performed under Article 1. The FIRM will not charge the CITY for travel time; however, the FIRM may charge for work performed for the CITY during any travel time.

E. The CITY further agrees to reimburse the FIRM, in accordance with the procedures set forth in this Article, for telephone, fax, mail, messengers, federal express deliveries, document reproduction, client-requested clerical overtime, lodging, and similar out-of-pocket expenses charged by the FIRM as a standard practice to its clients generally, with the exception of travel and meals. In any billing for disbursements, the FIRM shall provide the CITY with a statement breaking down the amounts by category of expense. The following items shall not be reimbursed, unless the CITY has specifically agreed otherwise:

(1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.

(2) Storage of open or closed files, rent, electricity, local telephone, postage, receipts or transmission of telecopier documents, or any other items traditionally associated with overhead.

(3) Photocopy charges in excess of \$.15 (fifteen cents) per page.

(4) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.

(5) Secretarial overtime. Where case requirements demand overtime, the CITY will consider reimbursement on a case-by-case basis. The CITY will not reimburse overtime incurred for the convenience of the FIRM'S failure to meet deadlines known in advance.

(6) Equipment, books, periodicals, research materials, Westlaw/Lexis or like items.

(7) Express charges, overnight mail charges, messenger services or the like, without the CITY'S prior consent. The CITY expects these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the CITY will consider reimbursement on a case-by-case basis.

(8) Travel and meals.

(9) Late payment charge or interest. Due to the nature of the CITY'S payment process, the CITY will not pay any late charges or interest charges to bills. Every effort will be made to pay bills promptly.

F. Bills from the FIRM should be submitted to City Attorney, 1243 National City Boulevard, National City, CA 91950-4301. The individual time and disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the CITY in support of bills rendered by the FIRM.

G. The FIRM agrees to forward to the CITY a statement of account for each one-month period of services under this Agreement, and the CITY agrees to compensate the FIRM on this basis. The FIRM will consult monthly with the CITY as to the number of attorney hours and client disbursements which have been incurred to date under this Agreement, and as to future expected levels of hours and disbursements.

H. Billing Format. Each billing entry must be complete, discrete and appropriate.

(1) Complete.

(a) Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.

(b) The date the work was performed must be included.

(c) The hours should be billed in .10 hour increments.

(d) The specific task performed should be described, and the related work product should be reference (“telephone call re: trial brief,” “interview in preparation for deposition”).

(e) The biller’s professional capacity (partner, associate, paralegal, etc.) should be included.

(2) Discrete: Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.

(3) Appropriate.

(a) The CITY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the CITY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the CITY pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail.

(b) Due to the nature of the CITY’S payment process, the CITY will not pay any late charges. Every effort will be made to pay bills promptly.

I. Staffing. Every legal matter should have a primarily responsible attorney and a paralegal assigned. Ultimately, staffing is a CITY decision, and the CITY’S representative may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost.

(1) Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered associate work should be considered for assignment to a paralegal. Written authorization from the CITY must be had before associate hours billed exceed paralegal hours billed.

(2) Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or

the attorney leaves the FIRM. The CITY will not pay the costs of bringing a new attorney up to speed.

(3) If more than one attorney is going to perform the same task, prior approval from the CITY must be had. This includes document review.

**Article 5. Independent Contractor.** The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services. Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM without prior written consent of the CITY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

**Article 6. Confidentiality of Work.** All work performed by the FIRM including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the FIRM pursuant to this Agreement is for the sole use of the CITY. All such work product shall be confidential and not released to any third party without the prior written consent of the CITY.

**Article 7. Compliance with Controlling Law.** The FIRM shall comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition, the FIRM shall comply immediately with any and all directives issued by the CITY or its authorized representatives under authority of any laws statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

**Article 8. Acceptability of Work.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement and the amount of compensation due. If the FIRM and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, or the compensation payable to the FIRM in this Agreement, the CITY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance or the compensation payable to the FIRM.

**Article 9. Indemnification.** The FIRM agrees to indemnify, defend, and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM'S employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees, or volunteers.

**Article 10. Insurance.** The FIRM, at its sole cost and expense, shall purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. **Professional Liability** Insurance (errors and omissions) with minimum limits of \$1,000,000 per claim.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to the “location”. The “location” should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers’ Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of FIRM’S employees and employers’ liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY’s Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a “claims made” rather than “occurrence” form, the FIRM shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the “retro” date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City  
c/o Risk Manager  
1243 National City Boulevard  
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the FIRM does not keep all insurance policies required by this Article 10 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Article 10, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the FIRM maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the FIRM. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

**Article 11. Drug Free Work Place.** The FIRM agrees to comply with the CITY'S Drug-Free Workplace requirements. Every person awarded a contract by the CITY for the provision of services shall certify to the CITY that it will provide a drug-free workplace. Any subcontract entered into by the FIRM pursuant to this Agreement shall contain this provision.

**Article 12. Non-Discrimination Provisions.** The FIRM shall not discriminate against any subcontractor, vendor, employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The FIRM will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The FIRM agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

**Article 13. Notification of Change in Form.** The FIRM has the right to effect changes in form including but not limited to: the change in form from a partnership to a professional law corporation; the change in form of any partner or partners from an

individual or individuals to a professional law corporation; the change in form of any corporate partner or partners to any individual partners. The CITY shall be promptly notified in writing of any change in form.

**Article 14. Notices.** In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the notice. Unless otherwise provided by notice in writing from the respective parties, notice to the Agency shall be addressed to:

City Attorney  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4397

cc: Executive Assistant to the City Attorney  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4397

and to: [Insert Email Address]  
[Insert Email Address]

Notice to the FIRM shall be addressed to:

[insert Firm information here]

Nothing contained in this agreement shall preclude or render inoperative service or such notice in the manner provided by law.

Nothing contained in this Agreement shall preclude or render inoperative service or such notice in the manner provided by law.

**Article 15. Administrative Provisions.**

A. *Time of Essence.* Time is of the essence for each provision of this Agreement.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Headings.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this

Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *California Law.* This Agreement shall be construed and interpreted in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

E. *Integrated Agreement.* This Agreement including attachments and exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged in this Agreement. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the CITY and the FIRM.

F. *Severability.* The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

G. *Waiver.* The failure of the CITY to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

H. *Conflict of Interest.* During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. This prohibition shall not preclude the CITY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.

I. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

J. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, and (iii) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF NATIONAL CITY**

**[insert name of firm]**

*(Corporation – signatures of two corporate officers)*

By: \_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

By: \_\_\_\_\_  
[insert name and title]

APPROVED AS TO FORM:

By: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
Charles E. Bell Jr., City Attorney

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Title)*

**RESOLUTION NO. 2022 -**

**RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,  
AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (“RFQ”)  
FOR LEGAL SERVICES FOR THE PUBLIC WORKS AND ENGINEERING  
DEPARTMENT OF NATIONAL CITY**

**WHEREAS**, the City Attorney’s Office requests approval to release a Request for Qualifications (“RFQ”) for legal services for the Public Works and Engineering Department of National City (“City”); and

**WHEREAS**, the City is seeking the services of a professional, highly qualified attorney to lead as-needed, general legal services regarding Public Works and Engineering law matters; and

**WHEREAS**, the attorney will work with the City Attorney’s Office and Public Works and Engineering Department staff; and

**WHEREAS**, City staff recommends approving the issuance of an RFQ for legal services for the Public Works and Engineering Department.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1:** Authorizes the issuance of a Request for Qualifications (“RFQ”) for legal services for the Public Works and Engineering Department.

**Section 2:** The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED and ADOPTED this 3rd day of May, 2022.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Luz Molina, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City to authorize the City Manager to enter into a three year Agreement with Thomson Reuters CLEAR®. The total cost for the three years is not to exceed \\$26,400.00 or \\$8,800.00 per year. \(Police\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** May 3, 2022

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City to authorize the City Manager to enter into a three year Agreement with Thomson Reuters CLEAR®. The total cost for the three years is not to exceed \$26,400.00 or \$8,800.00 per year.

**PREPARED BY:** Jose Tellez, Chief of Police

**DEPARTMENT:** Police

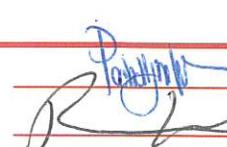
**PHONE:** (619) 336-4411

**APPROVED BY:** 

**EXPLANATION:**

The National City Police Department requests the City Council authorize the City Manager to enter into an agreement with Thomson Reuters CLEAR® and to approve all future extensions of the agreement under the same terms and conditions of the current agreement. The costs of using Thomson Reuters CLEAR® is an amount not to exceed \$8800.00 per year or a total of \$26,400 for three years. Thomson Reuters CLEAR® is an information database software system used by NCPD to conduct criminal investigations and background investigations on potential employees.

**FINANCIAL STATEMENT:**

**APPROVED:** 

Finance

**ACCOUNT NO.** |

**APPROVED:** 

MIS

Account # 001-411-000-217-0000 – Investigative Services FY23

**ENVIRONMENTAL REVIEW:**

This action is not subject to review under the California Environmental Quality Act (CEQA).

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Staff recommends that City Council approve this resolution

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Exhibit "A" – Staff Report

Exhibit "B" - Thomson Reuters CLEAR® Order Form with showing costs of 3-Year agreement

Exhibit "C" - Thomson Reuters CLEAR® General Terms and Conditions



DATE: April 27, 2022

TO: Mayor and City Councilmembers

FROM: Jose Tellez, Chief of Police

SUBJECT: **STAFF REPORT: THOMSON REUTERS CLEAR® FOR THE POLICE DEPARTMENT**

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### **SUMMARY**

Staff recommends the Mayor and City Councilmembers approve the proposed new 3-year agreement in an amount not to exceed \$26,400.00, or 3 total annual payments not to exceed \$8,800.00, with Thomson Reuters CLEAR®.

### **BACKGROUND**

The National City Police Department requests the City Council authorize the City Manager to enter into an agreement with Thomson Reuters CLEAR® and to approve all future extensions of the agreement under the same terms and conditions of the current agreement. The costs of using Thomson Reuters CLEAR® is listed under Exhibit B and is limited to an amount not to exceed \$8,800.00 per year (\$8,718.60 based on the total amount during the 3<sup>rd</sup> year of the contract).

Thomson Reuters CLEAR® is an information database software system used by members of the National City Police Department to conduct criminal investigations and background investigations on prospective employees. The original contract with Thomson Reuters CLEAR® was signed back in December 2016 by Chief Manual Rodriguez and was for a period of (5) years. Our last contract expired in February 2022.

### **ANALYSIS**

Thomson Reuters CLEAR® describes their product as follows:

“Thomson Reuters CLEAR® is powered by billions of data points and leverages cutting-edge public records technology to bring all key content together in a

customizable dashboard. Locate hard-to-find information and quickly identify potential concerns associated with people and businesses to determine if further analysis is needed. The user-friendly platform was designed with intuitive navigation and simple filtering parameters, so you can quickly search across thousands of data sets and get accurate results in less time."

NCPD Investigators and Officers use CLEAR on a daily basis to help track down leads during criminal investigations as well as verify and vet potential job applicants. CLEAR can provide investigators/officers with potential home addresses, phone numbers, work locations, social media accounts, known associates, and financial information. This information database helps investigators streamline investigations by gathering potential investigative leads within seconds versus spending countless hours conducting surveillance, driving to locations, knocking on doors, and making phone calls. This information system is a tool that can help expedite investigations during critical situations.

### **FISCAL IMPACT**

The total cost of this program with tax is \$26,400.00, which is paid in monthly installments over a three year period. The annual cost will not exceed \$8,800.00 per year. The monthly payments will be distributed from Account # 000-411-000-217-0000 – Investigative Services FY23.

### **INDEMNIFICATION REQUIREMENTS**

The City Attorney's Office has reviewed the General Terms and Conditions provided by Thomson Reuters CLEAR®. The agreement includes a mutual indemnification clause. Based on City Council Policy 1001, "The City will avoid incurring disproportionate risks in contractual agreements and all undertakings. In contractual relationships, the City will transfer to others, whenever possible, all risks of loss, unless otherwise directed by the City Council." Thus, Staff is requesting City Council direction and approval of this agreement.

### **EXCEPTION TO BIDDING REQUIREMENTS**

We recommend that the formal bidding process requirement be waived for this contract and the purchase be made through sole source procurement. This information database is a unique product only provided by Thomson Reuters CLEAR®.

### **RECOMMENDATION**

Staff recommends that the City Council of the City of National City approve the indemnification clause as stated in the General Terms and Conditions and give authorization to the City Manager enter into an agreement with Thomson Reuters CLEAR® in an amount not to exceed \$26,400.00, or 3 total annual payments not to exceed \$8,800.00.

EXHIBIT "B"

 <b>THOMSON REUTERS</b>	<h2>Order Form</h2>	<h2>Order ID: Q-02377501</h2>
	Contact your representative <a href="mailto:a.oehmke@thomsonreuters.com">a.oehmke@thomsonreuters.com</a> with any questions. Thank you.	

Subscriber Information		
<b>Sold To Account Address</b> Account #: 1003939623 NATIONAL CITY POLICE BRIDGIT GREGORY 1200 NATIONAL CITY BLVD NATIONAL CITY CA 91950-4302 US  "Customer"	<b>Shipping Address</b> Account #: 1003939623 NATIONAL CITY POLICE BRIDGIT GREGORY 1200 NATIONAL CITY BLVD NATIONAL CITY CA 91950-4302 US	<b>Billing Address</b> Account #: 1003939623 NATIONAL CITY POLICE BRIDGIT GREGORY 1200 NATIONAL CITY BLVD NATIONAL CITY, CA 91950-4302 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**ProFlex Products**  
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	\$659.00	36

**Minimum Terms**

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

**Post Minimum Terms**

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

**Miscellaneous**

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Regulated Data.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

**CLEAR Fixed Rate Usage :** If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gate ways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

**Batch Usage :** If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

**Existing Vigilant Subscribers:** We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

**Enterprise Law Enforcement Subscribers:** You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

**CLEAR Subscribers via an Alliance Partner.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product

data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

**For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)**

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

**Amended Terms and Conditions**

**Government Non-Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-02377501

**ACKNOWLEDGEMENT Q-02377501**

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

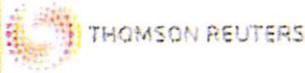
\_\_\_\_\_  
Signature of Authorized Representative for order

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

This Order Form will expire and will not be accepted after 5/31/2022 CT.



# Attachment

# Order ID: Q-02377501

Contact your representative [a.ohmke@thomsonreuters.com](mailto:a.ohmke@thomsonreuters.com) with any questions. Thank you.

Order ID: Q-02377501

### Payment, Shipping and Contact Information

Payment Method:  
 Payment Method: Bill to Account  
 Account Number: 1003939623

Order Confirmation Contact (#28)  
 Contact Name: Fernando, Vincent  
 Email: [vfernando@nationalcityca.gov](mailto:vfernando@nationalcityca.gov)

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1003939623	NATIONAL CITY POLICE	1200 NATIONAL CITY BLVD NATIONAL CITY CA 91950-4302 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
100	Seats	41882302	CLEAR for Law Enforcement Plus
25	Alerts	42019395	ENCLR PRO ALERT PREMIUM BAND ADD

Account Contacts			
Contact Name		Email Address	Customer Type Description
Derek	Aydelotte	<a href="mailto:daydelotte@nationalcityca.gov">daydelotte@nationalcityca.gov</a>	CLEAR PRIMARY CONT
Derek	Aydelotte	<a href="mailto:daydelotte@nationalcityca.gov">daydelotte@nationalcityca.gov</a>	EML.PSWD CONTACT

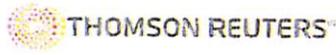
IP Address Information					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
000.000.000.000	000.000.000.000				

Sub Material	Quantity	Active Subscription to be Lapsed
41882302	100	CLEAR for Law Enforcement Plus

Charges During Minimum Term										
Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3-4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
41308780	CLEAR Proflex	\$658.99	5.00	\$691.95	5.00	\$726.55	N/A	\$N/A	N/A	\$N/A

### Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.



These terms govern your access and use of Thomson Reuters Services, as such term is defined below. "We", "our" and "Thomson Reuters" means the Thomson Reuters entity or entities providing Services (and thus the entity or entities with all rights and obligations with respect to those Services) under the applicable order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities (each, in any form, an "Ordering Document"); "you" and "your" means the client, customer or subscriber agreeing to or accepting these terms. Your Ordering Document identifies the Services, quantities, charges and other details of your order. The applicable Ordering Document may also refer to and incorporate documents which may apply to the Services you selected. Each Ordering Document, any applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior or contemporaneous discussions, agreements, representations or warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted to provide an affiliate with access to any part of the Services, you will ensure that such affiliate complies with all provisions of the Agreement applicable to you.

## 1. DEFINITIONS

- a. **"Documentation"** means manuals, handbooks, guides and other user instructions, documentation and materials available through the product or provided by us regarding the capabilities, operation, and use of our Services.
- b. **"Professional Services"** means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Ordering Document.
- c. **"Property"** means our property, which includes but is not limited to our products, Services, information, Documentation, data (whether tangible or intangible) and Usage Information.
- d. **"Services"** means the cloud computing services, software-as-a-service, online research services, Professional Services, as well as any products, including installed software, supplied by Thomson Reuters under the Agreement that are detailed in the applicable Ordering Document.
- e. **"Usage Information"** means (i) data and information related to your use of our Property which is aggregated and anonymized, including statistical compilations and performance information related to the provision and operation of our Property and (ii) any information, data, or other content derived from your access to or use of the Services, but does not include Your Data.
- f. **"Your Data"** means, other than Usage Information, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by you or on your behalf through the Services.

## 2. IP OWNERSHIP, LICENSES & DELIVERY

- a. **Reservation of Rights.** Together with our licensors, we reserve all rights not expressly granted under the Agreement. Except for the limited rights and licenses expressly granted herein, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to our Property.
- b. **Services License.** Except with respect to any installed software, which is licensed under Section 2(d) below, or Professional Services, subject to the terms and conditions of the Agreement, we hereby grant you a non-exclusive, non-sublicensable, non-transferable right to access, view, and use our Services solely for your own internal business purposes.

c. **Documentation License.** Subject to the terms and conditions contained in the Agreement, where Documentation is available, we hereby grant you a non-exclusive, non-sublicensable, non-transferable license to use such Documentation solely for your internal business purposes and in connection with your use of our Services.

d. **Installed Software License.** Subject to the terms and conditions of the Agreement, to the extent you purchase a license or subscription to any of our installed software, we grant you a non-exclusive, non-sublicensable, non-transferable right to install and use such installed software only for your own internal business purposes. You may make necessary copies of such installed software solely for backup and archival purposes. Any such copy of such installed software: (i) remains our exclusive Property; (ii) is subject to the terms and conditions of the Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original. You may only use such installed software in object code format.

e. **Limited License to Your Data.** You hereby grant us a non-exclusive license and right to use, copy, store, host, display, transmit and process Your Data solely as necessary for Thomson Reuters, our employees and contractors to provide our Services under the Agreement and in accordance with applicable law. We may delete or disable Your Data if required under applicable law, in which case we will use our reasonable efforts to provide notice to you.

f. **Delivery.** We will deliver our Services and any Documentation electronically, on tangible media, or by other means, in our sole discretion. When you download or access our Services or Documentation, you are accepting it for use in accordance with the Agreement.

## 3. OUR SERVICES

a. **Changes to Service.** Our Services may change from time to time, but we will not change their fundamental nature. Certain Services include updates (bug fixes, patches, maintenance releases). Upgrades (releases or versions that include new features or additional functionality) or any application programming interfaces ("APIs") may be subject to additional charges.

b. **Passwords.** Your access to certain Services is password protected. You are responsible for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that

both your and our property is secure and inaccessible to unauthorized persons.

c. **Unauthorized Technology.** Unless prior written authorization is given by Thomson Reuters, you must not (i) run or install any computer software or hardware on our Services or network; (ii) mine, scrape, index, or automatically download our data; or (iii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

d. **Third Party Providers.** Our Services may include data and software from third parties. Some third-party providers require Thomson Reuters to pass additional terms through to you. The third-party providers change their terms occasionally and new third-party providers are added from time to time. To see the current third-party additional terms for our Services please click on the following URL: [www.thomsonreuters.com/thirdpartyterms](http://www.thomsonreuters.com/thirdpartyterms). You agree to comply with all applicable third-party terms therein.

e. **Third Party Supplemental Software.** You may be required to license third-party software to operate some of our Services. Additional terms may apply to such third-party software.

f. **Use Restrictions.** You shall not use our Property or permit a third party to use our Property for any purposes beyond the scope of the access granted herein. Unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i) sell, license, sublicense, distribute, publish, display, store, copy, modify, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer our Property in whole or in part, or as a component of any other product, service or material; (ii) use our Property or our third-party providers' property to train any artificial intelligence (AI) or machine learning algorithms or software or create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (iii) allow any third parties to access, use or benefit from our Property in any way. Notwithstanding the foregoing, you may (a) download and print limited extracts of content from our Services solely for your own internal business purposes and (b) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in either case, (1) such extracts do not reach such quantity as to have commercial value and you do not use such extracts as a substitute for any Services and (2) Thomson Reuters and any third-party content provider, if applicable, is cited and credited as the source. Exercising legal rights that cannot be limited by agreement is not precluded. Only if you are in the business of providing audit, tax, or accounting services, or legal advice to your clients, this Section 3(f) does not preclude you from using our Services to benefit your clients in the ordinary course of your business in accordance with the Agreement. Except as expressly set forth in the Agreement we retain all rights and you are granted no rights in or to our Property.

g. **Security.** Each of us will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.

h. **Compliance.** Each of us shall at all times comply with applicable law, including export controls and economic sanctions that apply to us in connection with the Agreement.

i. **Your Responsibilities.** You are responsible for (i) proper use of our Property in accordance with all Documentation, usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our Services or data; (iv) your combination of our Property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

#### 4. CHARGES

a. **Payment and Taxes.** You must pay our charges within 30 days of the date of invoice in the currency stated on the applicable Ordering Document. A Thomson Reuters affiliate may act as a billing and collection agent for the Thomson Reuters entity listed on the applicable Ordering Document. For online purchases, you authorize us to charge you for charges stated in the applicable Ordering Document via credit card, debit card, or Automated Clearing House ("ACH") or any other method you have agreed to in advance. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted, unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

b. **Changes.** We may increase, or adjust the basis for calculating, the charges for our Services with effect from the start of each renewal term by giving you at least 90 days written notice; any other price changes or adjustments will be as set out in your Ordering Document.

c. **Excess Use.** You must pay additional charges if you exceed the scope of use specified in the applicable Ordering Document, based on the rates specified on the applicable Ordering Document or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our Services or data.

#### 5. PRIVACY

The parties agree that the terms of the Data Protection Addendum ("DPA") available at: <http://tr.com/data-processing-addendum> shall apply to the extent Thomson Reuters Processes Customer Personal Data (as those terms are defined in the DPA), in which case the DPA is hereby incorporated into the Agreement by this reference.

#### 6. CONFIDENTIALITY

Each party agrees to (i) protect any confidential information received from the other party using the same standard of care it uses to protect its own confidential information (which shall be no less than a reasonable degree of care) and (ii) not disclose any part of it to any third party except to its affiliates, contractors, financial advisors, accountants and attorneys who are subject to confidentiality duties or obligations to the recipient that are no less restrictive than the terms and conditions of the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. These obligations of confidentiality

do not apply to information which: (a) is or becomes generally available to the public (through no act or omission of the receiving party); (b) becomes known to the receiving party on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the receiving party prior to such disclosure as established by documentary evidence; or (d) is independently developed by the receiving party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's confidential information. This section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

## 7. WARRANTIES AND DISCLAIMERS

a. **LIMITED WARRANTY.** EXCEPT WITH RESPECT TO INSTALLED SOFTWARE OR PROFESSIONAL SERVICES, WE WARRANT THAT PROPERLY LICENSED SERVICES WILL MATERIALLY CONFORM TO ANY DOCUMENTATION THAT ACCOMPANIES THE SERVICES. THIS LIMITED WARRANTY APPLIES FOR THE DURATION OF THE TERM. YOUR ONLY REMEDY IN THE EVENT WE BREACH THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE SERVICES AT NO CHARGE. THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY YOUR FAILURE TO ADHERE TO INSTRUCTIONS OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.

b. **INSTALLED SOFTWARE.** WE WARRANT THAT OUR INSTALLED SOFTWARE WILL MATERIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, AN INSTALLED SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE APPLICABLE ORDERING DOCUMENT FOR THE AFFECTED INSTALLED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

c. **PROFESSIONAL SERVICES.** WE WARRANT THAT WE WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.

d. **DISCLAIMER OF WARRANTIES.** THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 7(A), (B), and (C) HEREIN, OUR SERVICES ARE PROVIDED "AS IS", AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS

OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.

e. **NO ADVICE.** WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR SERVICES, DOCUMENTATION OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE SERVICES, DOCUMENTATION OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE SERVICES.

## 8. LIABILITY

a. **LIMITATION.** EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

b. **Unlimited Liability.** Section 8(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 8(a) does not limit your indemnification obligations in Section 8(d) or your obligation to pay the charges on the applicable Ordering Document and all amounts for use of the Services that exceed the usage permissions and restrictions granted to you. Nothing in the Agreement limits liability that cannot be limited under law.

c. **Third Party Intellectual Property.** If a third party sues you claiming that our Services, excluding any portions of the same provided by our third-party providers, infringes their intellectual property rights, and your use of such Services has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the

claim does not result from: (i) a combination of all or part of our Services with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our Services other than by Thomson Reuters or our subcontractors; (iii) use of a version of our Services after we have notified you of a requirement to use a subsequent version; or (iv) your breach of the Agreement. Our obligation in this Section 8(c) is conditioned on you (1) promptly notifying Thomson Reuters in writing of the claim; (2) supplying information we reasonably request; and (3) allowing Thomson Reuters to control the defense and settlement.

**d. Your Obligations.** You are responsible for any loss, damage or cost we and our affiliates incur arising out of or in connection with a third-party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information, data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our Services infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under Section 8(c) (Third Party Intellectual Property)); (ii) your or your subcontractors' use of our Property in breach of the Agreement or in violation of applicable law; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our Services; or (iv) an assertion by any person accessing or receiving the benefit of any part of our Services through you.

**e. Customer Assistance.** We will not be responsible if our Service fails to perform because of your third-party software, your hardware malfunction, or your actions or inaction. If we learn that our Service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon by us.

## 9. TERM TERMINATION

**a. Term.** The term and any renewal terms for the Services are described in the applicable Ordering Document. If not otherwise stated in the applicable Ordering Document, the Agreement will automatically renew annually unless either of us gives the other at least 60 days written notice before the end of the then current term.

**b. Suspension.** We may on notice terminate, suspend or limit your use of any portion or all of our Services if (i) requested to do so by a third-party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third-party provider; or a violation of third party rights or applicable law. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the Service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

**c. Termination.** We may, upon reasonable notice, terminate all or part of the Agreement in relation to a Service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any

misrepresentation by you or failure to fully pay any amount when due under the Agreement is a material breach for this purpose. Where (i) we terminate a Service, other than for a termination for your breach pursuant to this Section 9(c) or a termination for your insolvency pursuant to Section 9(b), or (ii) you terminate a Service for our breach pursuant to this Section 9(c), you will be entitled to a pro rata refund of any prepaid unused recurring charges for the terminated Service.

**d. Effect of Termination.** Except to the extent we have agreed otherwise, upon expiration or termination of the Agreement, all licenses and rights granted herein shall end immediately and you must uninstall or destroy all of our Property. Additionally, upon expiration or termination, at your request, we will, at our discretion, either return or destroy your confidential information, except as may be required for archival or compliance purposes. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters or its agent any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue or those that expressly state shall survive termination.

**e. Amendments.** We may modify the Agreement at any time by posting the updated Agreement at <http://tr.com/TermsandConditions>. Modified terms become effective 30 days after posting. By using the Services after the effective date, you agree to be bound by the most recent version of the Agreement. You are responsible for reviewing and becoming familiar with any such modifications.

**f. Force Majeure.** We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the Services and continue for more than 30 days, either of us may terminate any affected Service on written notice to the other.

## 10. THIRD PARTY RIGHTS

Our third-party providers benefit from our rights and remedies under the Agreement. Except for our third-party providers, no other third parties have any rights or remedies under the Agreement.

## 11. GENERAL

**a. Assignment.** You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent. We may assign, delegate or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with our Property. We may subcontract any of the Services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 11(a) is void.

**b. Feedback.** You may voluntarily provide any comments, suggestions, ideas or recommendations (collectively, "Feedback") to Thomson Reuters, and if so, you grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right, without charge, to use any Feedback you provide related to any of our Property in any manner and for any purpose.

**c. Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

d. **Governing Law.** Unless otherwise stated in the applicable Ordering Document, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

e. **Precedence.** The descending order of precedence is: third party license terms contained in Section 3(d) of these terms; the applicable Ordering Document; and the remaining provisions of the Agreement.

f. **Trials.** All trials of our Services are subject to the terms of these General Terms and Conditions, unless we notify you otherwise. Access to our Services for trials may only be used for your evaluation purposes. Unless we agree otherwise in writing, any data you enter into the Services, and any customizations made to the Services by or for you, during any free trial may be permanently destroyed at the end of the trial.

g. **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters, or its agents on behalf of Thomson Reuters, may provide telephone and/or online access to its helpdesk or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters.

h. **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

i. **Severability.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

j. **Consent to Electronic Communications.** You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.

k. **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.

**RESOLUTION NO. 2022 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE-YEAR AGREEMENT WITH THOMSON REUTERS CLEAR® FOR THE NOT TO EXCEED AMOUNT OF \$26,400.00**

**WHEREAS**, Thomson Reuters CLEAR® is an information database software system used by the City of National City Police Department (“NCPD”) to conduct criminal and background investigations on potential employees; and

**WHEREAS**, the total cost for this database software system is \$8,800.00 per year over a three (3) year period or a total of \$26,400.00; and

**WHEREAS**, the NCPD requests the City Council to authorize the City Manager to enter into a three (3) year agreement with Thomson Reuters CLEAR® for the not to exceed amount of \$26,400.00.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1:** Approves and authorizes the City Manager to enter into a three (3) year Agreement with Thomson Reuters CLEAR® for an amount not-to-exceed of \$26,400.00.

**Section 2:** The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED and ADOPTED this 3<sup>rd</sup> day of May, 2022.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Luz Molina, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, California, \(1\) approving an Affordable Housing Density Bonus Agreement with Torreyana Associates, LLC, a California Limited Partnership, restricting the rent and occupancy of one \(1\) unit to a lower income household in exchange for three concessions pursuant to California Government Code Sections 65915 – 65918 for the development of 12 housing units located at 316 East 31st Street in National City; and \(2\) approving a Subordination and Intercreditor Agreement subordinating said Affordable Housing Density Bonus Agreement. \(Housing Authority\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** May 3, 2022

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City, California (1) approving an Affordable Housing Density Bonus Agreement with Torreyana Associates, LLC, a California Limited Partnership, restricting the rent and occupancy of one (1) unit to a lower income household in exchange for three concessions pursuant to California Government Code Sections 65915 – 65918 for the development of 12 housing units located at 316 East 31<sup>st</sup> Street in National City; and (2) approving a Subordination and Intercreditor Agreement subordinating said Affordable Housing Density Bonus Agreement.

**PREPARED BY:**

Greg Rose, Property Agent

**PHONE:** 619-336-4266

**EXPLANATION:**

Torreyana Associates, LLC, a California Limited Partnership (Developer) is developing the property located at 316 East 31st Street. Current zoning allows for the construction of 12 units by right. The Developer will restrict the rent and occupancy of one (1) unit to a very low income household (below 50% of area median income) in exchange for three deviations, (1) the parking ratio to 1 parking space per one bedroom, 1.5 parking space per two bedroom, totaling 16 parking spaces, (2) reduce parking from 16 spaces to 12 spaces, (3) a waiver from common open space requirements, mandated by California Government Code Sections 65915 – 65918. The Affordable Density Housing Bonus Agreement (“Agreement”) will serve to memorialize the Developer’s obligation to provide the one (1) affordable unit and the restriction of the affordable unit by the recordation of this agreement assuring affordability for a total of fifty-five (55) years. A Performance Deed of Trust will also be recorded to secure the Agreement on the property. The Subordination Agreement establishes the City of National City as a Junior Lienholder. See Background Report for information on the Density Bonus Law.

**DEPARTMENT:** Housing Authority

**APPROVED BY:** 

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**  
**APPROVED:** \_\_\_\_\_ **MIS**

**ACCOUNT NO.**

No Fiscal Impact – This report is informational only, there is no fiscal impact associated with the report.

**ENVIRONMENTAL REVIEW:**

The infill development project, including the density bonus incentives provided, is categorically exempt from CEQA review pursuant to Class 3 Section 15332.

**ORDINANCE:** **INTRODUCTION:**  **FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Background Report and Site Plan
2. Affordable Housing Density Bonus Agreement
3. Performance Deed of Trust
4. Subordination Agreement
5. Resolution

## BACKGROUND REPORT

California's Density Bonus Law is a mechanism which allows developers to obtain more favorable local development requirements in exchange for offering to build or donate land for affordable or senior units. The Density Bonus Law (found in California Government Code Sections 65915 – 65918) provides developers with powerful tools to encourage the development of affordable and senior housing, including up to a 50% increase in project densities, depending on the amount of affordable housing provided. The Density Bonus Law is about more than the density bonus itself, however. It is actually a larger package of incentives intended to help make the development of affordable and senior housing economically feasible. Other tools include reduced parking requirements, and incentives and concessions such as reduced setback and minimum square footage requirements. Often these other tools are even more helpful to project economics than the density bonus itself, particularly the special parking benefits. Sometimes these incentives are sufficient to make the project pencil out, but for other projects financial assistance is necessary to make the project feasible.

In determining whether a development project would benefit from becoming a density bonus project, developers also need to be aware that:

- The Density Bonus is a state mandate. A developer who meets the requirements of the state law is entitled to receive the density bonus and other benefits as a matter of right. As with any state mandate, some local governments will resist complying with the state requirement. But many local governments favor the density bonus as a helpful tool to cut through their own land use requirements and local political issues.
- Use of a density bonus may be particularly helpful in those jurisdictions that impose inclusionary housing requirements for new developments.
- Special development bonuses are available for developers of commercial projects who partner with affordable housing developers to provide onsite or offsite affordable housing. Special bonuses are also available for condominium conversion projects and projects that include child care facilities.
- The Legislature has recently added density bonuses for housing developments for foster youth, disabled veterans, homeless persons and college students.

Cities and counties are required to grant a density bonus and other incentives or concessions to housing projects which contain one of the following:

- At least 5% of the housing units are restricted to very low income residents.
- At least 10% of the housing units are restricted to lower income residents.
- At least 10% of the housing units in a for-sale common interest development are restricted to moderate income residents.
- At least 10% of the housing units are for transitional foster youth, disabled veterans or homeless persons, with rents restricted at the very low income level.
- At least 20% of the housing units are for low income college students in housing dedicated for full-time students at accredited colleges.
- The project donates at least one acre of land to the city or county for very low income units, and the land has the appropriate general plan designation, zoning, permits and approvals, and access to public facilities needed for such housing.
- The project is a senior citizen housing development (no affordable units required).

- The project is a mobile home park age-restricted to senior citizens (no affordable units required).

Affordable rental units must be restricted by an agreement which sets maximum incomes and rents for those units. As of January 1, 2015, the income and rent restrictions must remain in place for a 55 year term for very low or lower income units. Rents must be restricted as follows:

- For very low income units, rents may not exceed 30% x 50% of the area median income for a household size suitable for the unit.
- For lower income units, rents may not exceed 30% x 60% of the area median income for a household size suitable for the unit.
- Area median income is determined annually by regulation of the California Department of Housing and Community Development, based upon median income regulations adopted by the U.S. Department of Housing and Urban Development.
- Rents must include a reasonable utility allowance.
- Household size appropriate to the unit means 1 for a studio unit, 2 for a one bedroom unit, 3 for a two bedroom unit, 4 for a three bedroom unit, etc. In many cases, achieving a reduction in parking requirements may be more valuable than the additional permitted units.

The Density Bonus Law is often used by developers to obtain more housing than the local jurisdiction would ordinarily permit, it can also be a helpful land use tool. The density bonus can provide a useful mechanism for increasing allowable density without requiring local officials to approve general plan amendments and zoning changes. A project that satisfies the requirements of the Density Bonus Law often can obtain the necessary land use approvals through the award of the density bonus units and requested concessions and incentives, without having to amend the underlying land use requirements.

Although there is no specific density bonus exemption from the California Environmental Quality Act, many density bonus projects are likely candidates for urban infill and affordable housing exemptions from CEQA. One commonly invoked exemption is the Class 32 urban infill exemption found in CEQA Guidelines Section 15332. That exemption is available if the project is consistent with applicable general plan designation and zoning, the site is five acres or less and surrounded by urban uses, is not habitat for endangered, rare or threatened species, does not have any significant effects relating to traffic, noise, air quality or water quality, and is adequately served by utilities and public services. Other exemptions are available for high density housing projects near major transit stops (CEQA Guidelines Section 15195) and affordable housing projects of up to 100 units (CEQA Guidelines Section 15194).

Developer incentives are; reduce parking to 1 parking space per 1 bedroom and 1.5 parking spaces per 2 bedroom for a total of 16 spaces, reduce parking from 16 spaces to 12 spaces, and a waiver from common open space requirements.

50% Area Median Income Limits for National City effective April 1, 2021								
Family Size	1	2	3	4	5	6	7	8
	\$42,450	\$48,500	\$54,550	\$60,600	\$65,450	\$70,300	\$75,150	\$80,000

The site plans for the apartment project at 316 E 31st Street start on the following page.

CONSULTANTS



316 E 31st St.,  
National City, CA 91950

OWNER



Torreyana Associates LLC  
3974 Sorrento Valley Blvd. #910740,  
San Diego, CA 92121

MARK DATE DESCRIPTION

1	04.01.21	1st Building Permit Submittal
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PROJECT NO: 2013  
 CAD DWG FILE: G001-G002 COVER SHEET.DWG  
 DRAWN BY: A.S., B.P., C.G., S.V., G.R., D.C., J.C.R., Y.Z.  
 CHK'D BY: Abhay Schwietzer, Michael R. Morton

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SHEET TITLE

COVER SHEET

G001

SHEET 1 OF 50

# Sweetwater Crossings

## 316 E 31st Street., National City, CA 91950

### Multi-Family Residential Development

PROJECT INFORMATION 316 E 31st St.

PROJECT ADDRESS:	316 E 31st Street National City, CA 91950
ASSESSORS PARCEL NUMBER:	562-252-05-00
LEGAL DESCRIPTION:	Lot: 8 Tract No: 166 Map Ref: 000166 Abbreviated Description: LOT:8 CITY:NATIONAL CITY SUBD:RANCHO DE LA NACION TR#:166 TR 166 1/4 SEC 152* LOT 8*POR* MAP REF:000166City/Muni/Trwp: NATIONAL CITY
YEAR BUILT:	N/A
EXISTING OCCUPANCY CLASSIFICATION:	R-3
PROPOSED OCCUPANCY CLASSIFICATION:	R-2
EXISTING USE:	Residential
PROPOSED USE:	Residential
CONSTRUCTION TYPE:	Vb - Sprinklered

NUMBER OF STORIES:	3 + Mezzanine Level on Lower Floor
EXISTING BUILDING HEIGHT:	N/A
PROPOSED FRONT BUILDING HEIGHT:	27' - 5"
PROPOSED REAR BUILDING HEIGHT:	33' - 2 1/8" (max. proposed building height)
LOT AREA (EXISTING):	8,700.00 sf 0.20 acres
LOT AREA (PROPOSED):	7,500.00 sf 0.17 acres

REQUIRED ADAPTABLE UNITS	All ground floor units	
(PER CBC 1104A)		
PROPOSED GROUND FLOOR UNITS:	2 (units #1 and #3)	
ACCESSIBLE UNIT:	1 (unit #3)	
ADAPTABLE UNIT:	1 (unit #1)	

RESIDENTIAL AREA (PROPOSED)	STORAGE REQUIREMENTS		
Unit 1 (Standard)	464.9 sf	150.0 ft3 (min.)	154.9 ft3 (proposed)
Unit 2 (Standard)(Lower Level + Mezzanine)	701.4 sf	150.0 ft3 (min.)	251.5 ft3 (proposed)
Unit 3 (ADA Accessible)(Very Low Income Unit)	406.8 sf	150.0 ft3 (min.)	156.0 ft3 (proposed)
Unit 4 (Standard)(Lower Level + Mezzanine)	821.0 sf	150.0 ft3 (min.)	183.1 ft3 (proposed)
Unit 5 (Standard)	892.1 sf	200.0 ft3 (min.)	230.5 ft3 (proposed)
Unit 6 (Standard)	885.6 sf	200.0 ft3 (min.)	230.5 ft3 (proposed)
Unit 7 (Standard)	892.1 sf	200.0 ft3 (min.)	230.5 ft3 (proposed)
Unit 8 (Standard)	885.6 sf	200.0 ft3 (min.)	230.5 ft3 (proposed)
Unit 9 (Standard)	892.1 sf	200.0 ft3 (min.)	230.5 ft3 (proposed)
Unit 10 (Standard)	885.6 sf	200.0 ft3 (min.)	230.5 ft3 (proposed)
Unit 11 (Standard)	892.1 sf	200.0 ft3 (min.)	230.5 ft3 (proposed)
Unit 12 (Standard)	885.6 sf	200.0 ft3 (min.)	230.5 ft3 (proposed)
<b>TOTAL GROSS FLOOR AREA (PROPOSED)</b>	<b>9,504.9 sf</b>		

PRIVATE USABLE OPEN SPACE (PROPOSED)	
Unit 1 (Standard)	68.9 sf
Unit 2 (Standard)	66.4 sf
Unit 3 (ADA Accessible)	60.2 sf
Unit 4 (Standard)	111.9 sf
Unit 5 (Standard)	160.1 sf
Unit 6 (Standard)	160.1 sf
Unit 7 (Standard)	160.1 sf
Unit 8 (Standard)	160.1 sf
Unit 9 (Standard)	160.1 sf
Unit 10 (Standard)	160.1 sf
Unit 11 (Standard)	160.1 sf
Unit 12 (Standard)	160.1 sf
<b>TOTAL PRIVATE USABLE OPEN SPACE (PROPOSED)</b>	<b>1,588.4 sf</b>

ZONING INFORMATION 316 E 31st St.

BASE ZONE:	MXC-2 (Major Mixed-Use Corridor)
OVERLAY ZONE:	N/A
NUMBER OF BUILDINGS:	1
SETBACKS:	
FRONT:	0'-0"
STREET:	0'-0"
SIDE:	0'-0"
REAR:	0'-0"
FRONT DEDICATION:	20'-0"
MAX. STRUCTURE HEIGHT:	65'-0"
RESIDENTIAL DENSITY:	75du/acre
RESIDENTIAL UNITS ALLOWED:	15
RESIDENTIAL UNITS PROPOSED:	12

PARKING CALCULATIONS

	Units	Ratio	Total Parking Required
Residential Parking (Units 1-4)	4	1.3 per 1-Bedroom Unit	5.2
Residential Parking (Units 5-12)	8	1.5 per 2-Bedroom Unit	12.0
<b>TOTAL PARKING REQUIRED PER NCMC:</b>			<b>18</b>
<b>PARKING REQUIRED PER AFFORDABLE HOUSING: (GOVERNMENT CODE, CHAPTER 4.3, SECTION 65915)</b>			<b>16</b>
<b>PARKING REDUCTION AS VARIANCE:</b>			<b>4</b>
<b>TOTAL PARKING PROPOSED:</b>			<b>12</b>

NCMC Sec. 18.45.050 - Off-street parking requirements by land use

#	CIVIL	#	SHEET NAME
XX-D	Title Sheet	G001	Cover Sheet
2-D	General Notes and Details	G002	Abbreviations / Notes
3-D	Existing Condition and Demolition Plan	G003	General Conditions / 2019 Specifications
4-D	Grading Plan	G004	General Conditions / 2019 Specifications
5-D	Public Improvement Plan	G005	General Conditions / 2019 Specifications
6-D	Sections and Details	G006	General Conditions / 2019 Specifications
7-D	Erosion Control Plan		
#	LANDSCAPE		
		A101	Topographic Survey
L 1-1	Landscape Planting Plan, Notes and Schedule	A102	Site Plan - Existing
L 1-2	Landscape Planting Details	A103	Site Plan - Proposed
L 1-3	Landscape Planting Specifications	A104	BMP Plan - Proposed
L 1-4	Landscape Planting Specifications	A105	Lower Floor Plan - Proposed
L 1-5	Landscape maintenance specifications	A106	First Floor Plan - Proposed
L 1-6	Landscape maintenance specifications	A107	Second Floor Plan - Proposed
L 2-1	Irrigation Plan, Notes and Legend	A108	Third Floor Plan - Proposed
L 2-2	Irrigation details	A109	Roof Plan - Proposed
L 2-3	Irrigation details	A110	Lower Floor Egress Plan - Proposed
L 2-4	Irrigation Specifications	A111	First Floor Egress and Accessibility Plan - Proposed
L 2-5	Irrigation Specifications	A112	Second Floor Egress Plan - Proposed
		A113	Third Floor Egress Plan - Proposed
		A201	Exterior Elevations - Proposed
		A202	Exterior Elevations - Proposed
		A203	Exterior Elevations - Proposed
		A204	Exterior Elevations - Proposed
		A301	Building Section - Proposed
		A401	Enlarged Stair Plans - Proposed
		A402	Enlarged Stair Plans - Proposed
		A403	Enlarged Stair Plans - Proposed
		A404	Enlarged Bathroom Plans & Elevations - Proposed
		A405	Enlarged Bathroom Plans & Elevations - Proposed
		A406	Unit #1 - Enlarged Kitchen Plans - Proposed
		A407	Unit #2 - Enlarged Kitchen Plans - Proposed
		A408	Unit #3 - Enlarged Kitchen Plans - Proposed
		A409	Unit #4 - Enlarged Kitchen Plans - Proposed
		A410	Units #5-12 - Enlarged Kitchen Plans - Proposed
		A501	Details
		A502	Details
		A503	Details
		A504	Details
		A505	Details
		A506	Details
		A507	Details
		A508	Details
		A509	Details
		A510	Details
		A601	Door Schedule
		A602	Window Schedule
		A603	Door and Window Types

AFFORDABLE HOUSING NOTES

CHAPTER 4.3. Density Bonuses and Other Incentives [65915 - 65918]

SECTION 65915

(iii) If the applicant requests incentives or concessions pursuant to subdivision (d) or waivers or reductions of development standards pursuant to subdivision (e), whether the applicant has provided adequate information for the local government to make a determination as to those incentives, concessions, or waivers or reductions of development standards.

(ii) Any determination required by this subparagraph shall be based on the development project at the time the application is deemed complete. The local government shall adjust the amount of density bonus and parking ratios awarded pursuant to this section based on any changes to the project during the course of development.

(b) (1) A city, county, or city and county shall grant one density bonus, the amount of which shall be as specified in subdivision (f), and, if requested by the applicant and consistent with the applicable requirements of this section, incentives or concessions, as described in subdivision (d), waivers or reductions of development standards, as described in subdivision (e), and parking ratios, as described in subdivision (p), when an applicant for a housing development seeks and agrees to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this section, that will contain at least any one of the following:

(B) Five percent of the total units of a housing development for very low income households, as defined in Section 50105 of the Health and Safety Code.

SECTION 50105

(a) "Very low income households" means persons and families whose incomes do not exceed the qualifying limits for very low income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937. These qualifying limits shall be published by the department in the California Code of Regulations as soon as possible after adoption by the Secretary of Housing and Urban Development. In the event the federal standards are discontinued, the department shall, by regulation, establish income limits for very low income households for all geographic areas of the state at 50 percent of area median income, adjusted for family size and revised annually.

(b) "Very low income households" includes extremely low income households, as defined in Section 50106. The addition of this subdivision does not constitute a change in, but is declaratory of, existing law.

(c) As used in this section, "area median income" means the median family income of a geographic area of the state. (Amended by Stats. 2002, Ch. 782, Sec. 25. Effective January 1, 2003.)

Specific Applying Incentives / Concession / Variances:

- Common Open Space requirements: Required open space: 300sf per Unit x 12 Units = 3,600sf, Proposed per NCMC 18.41.040(B)(2): 1,734.8sf, Incentive: 1,865.2sf (3,600sf - 1,734.8sf)
- Parking Ratios per Affordable Housing: 1 per 0-1 Bedroom Unit = 4 parking spaces + 1.5 per 2-3 Bedroom Unit = 12, a total of 16 parking spaces
- Parking reduction as Variance: Reduce 4 parking spaces for a total of 12 parking spaces on site.

SCOPE OF WORK

The project consists of a new 9,505sf multi-family residential development.

PROJECT TEAM

**PROPERTY OWNER:**  
Torreyana Associates LLC  
3974 Sorrento Valley Blvd., #910740, San Diego, CA 92121

**DESIGN FIRM:**  
TECHNE  
Project Contact: Abhay Schweitzer - Assoc. AIA  
2934 Lincoln Ave., San Diego, CA 92104  
Phone #: 619-940-5814, email: abhay@techne-us.com

**ARCHITECT OF RECORD:**  
Michael Rene Morton, AIA  
License No. C - 19371  
2934 Lincoln Ave., San Diego, CA 92104  
Phone #: 619-857-8144, email: m.morton.blueskydesign@gmail.com

**STRUCTURAL ENGINEER:**  
Morgan Structural Engineering  
Jeff Morgan, S.E.  
Phone #: 760-690-7454, email: jeff@morganstructural.com

**LANDSCAPE ARCHITECT:**  
In-Site Landscape Architecture, Inc.  
Tim Jachlewski, President, PLA, ASLA  
Phone #: 619-795-7603, email: tim@insitelandarch.com

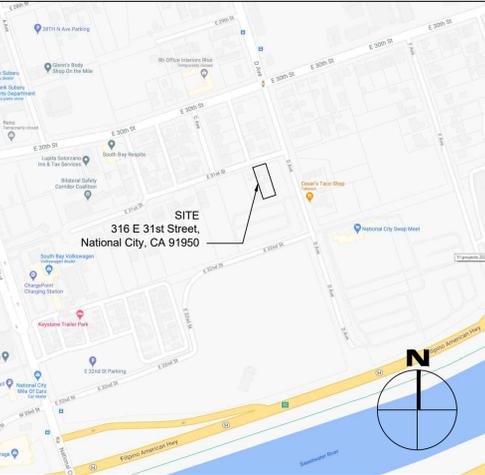
**CIVIL ENGINEER:**  
Van Ryn Engineering, Inc.  
John Van Ryn, PE, PLS  
Phone #: 858-367-3504, email: john@vanryng.com

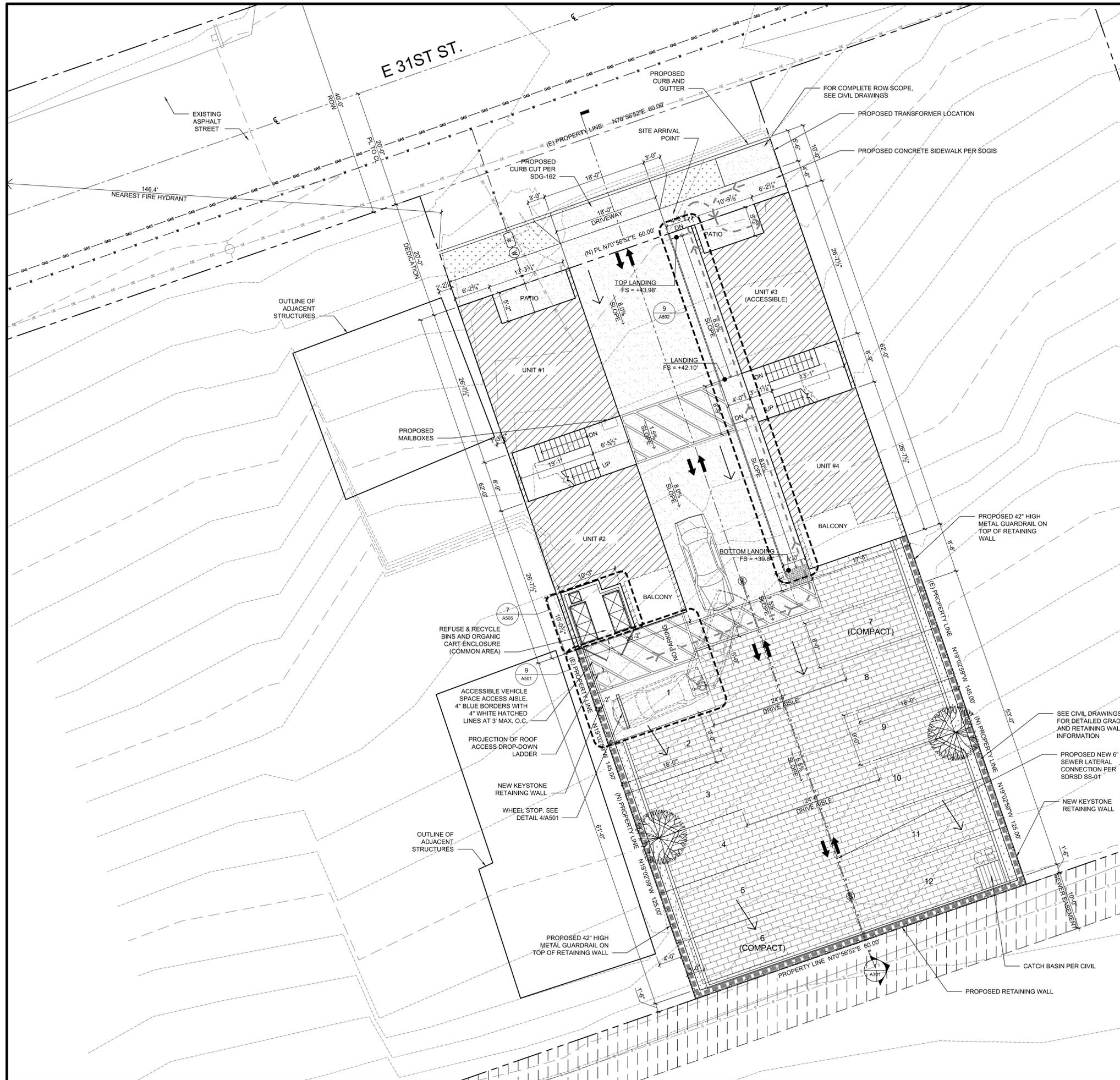
**MEP:**  
EC4B Engineering, P.C.  
William A. Murray, Jr., PE, LEED AP  
Phone #: 585-746-1268, email: bmurray@ec4b.com

APPLICABLE CODES

- National City Municipal Code
- 2019 California Building Code
- 2019 California Green Code
- 2019 California Plumbing Code
- 2019 California Electrical Code
- 2019 California Mechanical Code
- 2019 California Fire Code

VICINITY MAP





### SITE PLAN LEGEND

- PROPERTY LINE
- AREA OF PROPOSED STRUCTURES
- PROPOSED CONCRETE SURFACE
- PROPOSED LANDSCAPE SURFACE
- AREA OF EXISTING SEWER EASEMENT
- PROPOSED PERMEABLE PAVERS
- SITE DRAINAGE PATTERN
- VEHICULAR CIRCULATION
- ACCESSIBLE PATH OF TRAVEL FROM ROW
- PROPOSED KEYSTONE RETAINING WALL

### SITE PLAN NOTES

- A. Refer to other construction documents for complete scope of work.
- B. Before commencing any site foundation or slab cutting or excavation, the contractor shall verify and mark locations of all site utilities, dimensions and conditions. These include but are not limited to property lines, setback location to all new or existing walls, easements (if any), existing site utilities, including water, sewer, gas and electrical lines and any other new or existing site items which could affect in any way the construction of the building. Flag or otherwise mark all locations of site property lines, easements (if any), underground utilities, and indicate utility type.
- C. The Contractor or subcontractor shall notify TECHNE if any conflicts or discrepancy occurs between the information on this plan and actual field conditions. Do not proceed with work in conflict with these drawing until written or verbal instructions are issued by TECHNE.
- D. Refer to Topographic Survey for additional information.
- E. For further information regarding proposed retaining walls and site drainage system refer to Civil drawings.
- F. Contour line shown are depicting existing grade. See Civil drawings for proposed contour lines.

1 SITE PLAN - PROPOSED  
SCALE: 1/8" = 1'-0"

## TECHNE

DESIGN | DEVELOPMENT

2934 Lincoln Ave., San Diego, CA 92104  
 techn-us.com sustainablearchitect.org  
 619-940-5814 313-595-5814

CONSULTANTS



316 E 31st St.,  
National City, CA 91950

OWNER



Torreyana Associates LLC  
3974 Sorrento Valley Blvd. #910740,  
San Diego, CA 92121

MARK	DATE	DESCRIPTION
1	04.01.21	1st Building Permit Submittal

PROJECT NO:	2013
CAD DWG FILE:	A102 SITE PLAN - PROPOSED - C.DWG
DRAWN BY:	A.S, B.P, C.G, S.V., G.R., D.C., J.C.R., Y.Z.
CHK'D BY:	Abhay Schwietzer, Michael R. Morton

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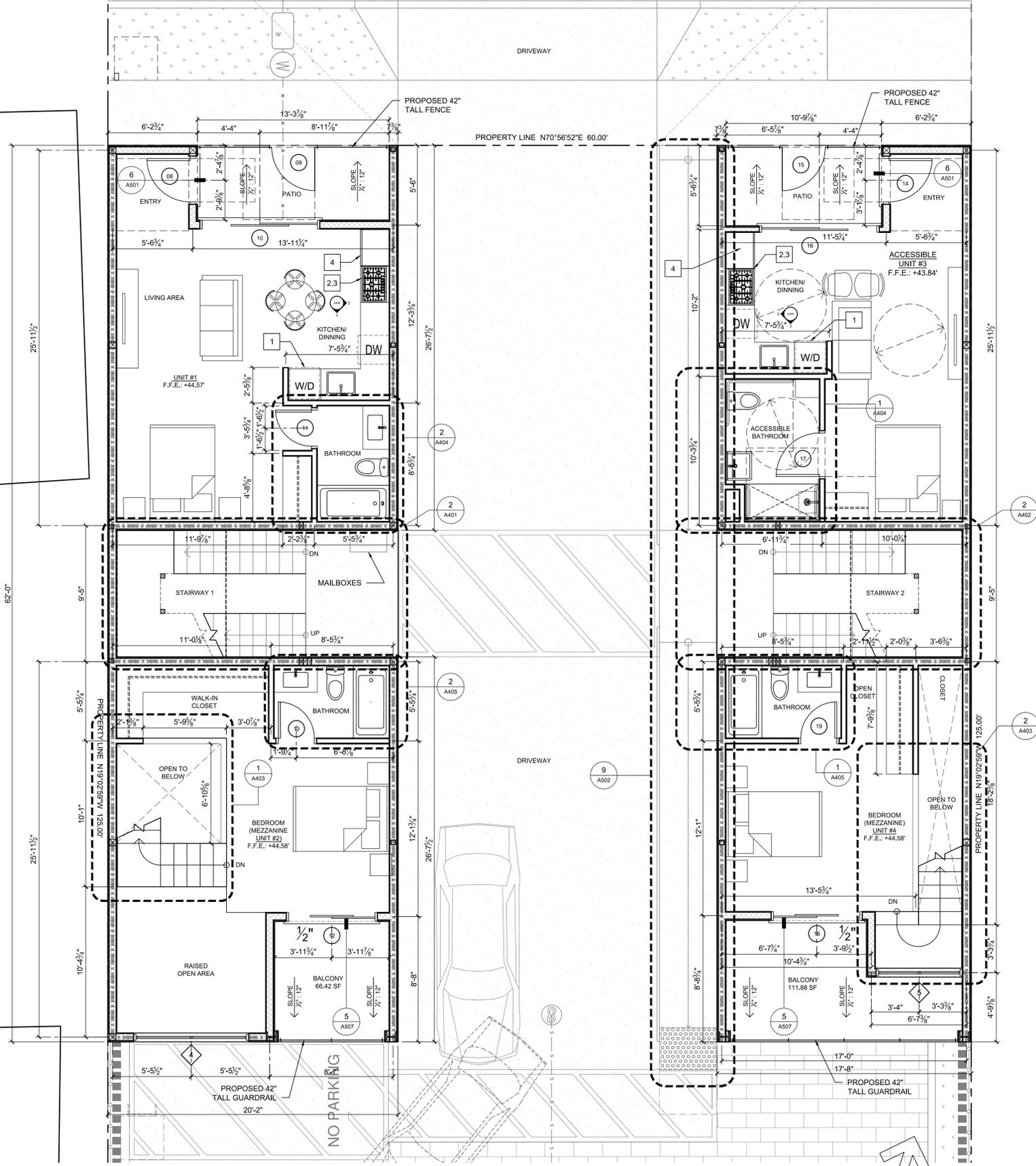
SHEET TITLE

## SITE PLAN - PROPOSED

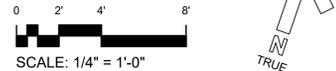
A102

SHEET OF 50





1 FIRST FLOOR PLAN - PROPOSED  
SCALE: 1/4" = 1'-0"



FLOOR PLAN LEGEND

- EXTERIOR WALL: Concrete wall. Thickness per structural drawings
- 1 HOUR FIRE RATED EXTERIOR WALL: Concrete wall. Per CBC 2019 Table 721.1.
- PROPOSED EXTERIOR WALL: 2X6 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board inside, 3/8" sheathing + 7/8" stucco on outside.
- 1 HOUR FIRE RATED EXTERIOR WALL: 2X6 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board inside, 3/8" sheathing + 7/8" stucco on outside. Per CBC 2019 Table 721.1.
- PROPOSED EXTERIOR WALL: 2X4 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board inside, 3/8" sheathing + 7/8" stucco on outside.
- 1 HOUR FIRE RATED EXTERIOR WALL: 2X4 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board inside, 3/8" sheathing + 7/8" stucco on outside. Per CBC 2019 Table 721.1.
- PROPOSED INTERIOR WALL: 2X6 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board on each side.
- 1 HOUR FIRE RATED PROPOSED INTERIOR WALL: 2X4 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board on each side. Per CBC 2019 Table 721.1(2).
- PROPOSED INTERIOR WALL: 2X4 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board on each side.
- PROPOSED DOOR AND SYMBOL. See door schedule on A601-A602 for complete information
- PROPOSED WINDOW AND SYMBOL. See window schedule on A603 for complete information

FLOOR PLAN NOTES

- A. The General Contractor or Sub-Contractor shall verify all conditions or dimensions on these plans in the field with actual site conditions.
- B. Written dimensions shall take precedence over scaled dimensions and shall be verified on the job site. On-site verification of all dimensions and conditions shall be the sole responsibility of the General Contractor and Sub-Contractors.
- C. The Contractor or sub-contractor shall notify TECHNE if any conflicts or discrepancy occurs between this information on this plan and actual field conditions.
- D. Any discrepancies with this drawing affecting project layout shall be brought to the attention of TECHNE. Do not proceed with work until written or verbal instructions are issued by the Architect's office.
- E. INSULATION: R-15 Batt Insulation At All Exterior 2 X 4 Walls.  
R-15 Batt Insulation at all accessible interior walls for sound control.  
R-30 Batt Insulation at 2 X 10 Ceiling, Raised Floor & Roof Areas.  
R-4.5 Insulation Wrap on All New Hot Water Piping.  
R-4.5 Insulation Wrap on All New Supply Ducts.
- F. SMOKE DETECTORS: Shall be installed in each bedroom, in access points to each sleeping area and in each story and basements. Detector shall have an alarm audible in all sleeping areas of the unit. Smoke alarms are required to be interconnected in such a manner that the activation of an alarm will activate all the alarms in the individual unit. Units shall be permanently wired to the building wiring and equipped with battery backup.
- G. A mechanical exhaust ventilation system, supply ventilation system, or combination thereof shall be installed for each dwelling unit to provide whole-building ventilation with outdoor air in compliance with ASHRAE Standard 62.2 as adopted by the California Energy Commission.
- H. An intermittently or continuously operating local mechanical exhaust ventilation system shall be installed in each bathroom with a bathtub, shower, or similar moisture source and in each kitchen in compliance with ASHRAE Standard 62.2 as adopted by the California Energy Commission. Intermittent local exhaust ventilation airflow rates shall be 50 cfm in bathrooms and 100 cfm in kitchens. Continuous local exhaust ventilation airflow rates shall be 20 cfm in the bathrooms and 5 air changes per hour in kitchens based on kitchen volume.

- DIMENSIONS**
- EXTERIOR WALL DIMENSIONS TO FACE OF FINISH ( U.N.O. )
  - INTERIOR WALL DIMENSIONS TO CENTER LINE OF STUD ( U.N.O. )
  - CLEARANCE DIMENSIONS ARE TO FACE OF FINISH MATERIALS, NOTED WITH CLR.

FLOOR PLAN KEYNOTES

1. LAUNDRY CENTER: Combo washer and ventless dryer - Option 1
2. COOKING RANGE: Free standing electric.
3. MICROWAVE + RANGE HOOD: Installed over the range with vent.
4. REFRIGERATOR: 30" top freezer type - Option 2.

NOTE:  
Refer to Mechanical drawing XXX for proposed appliance schedule.



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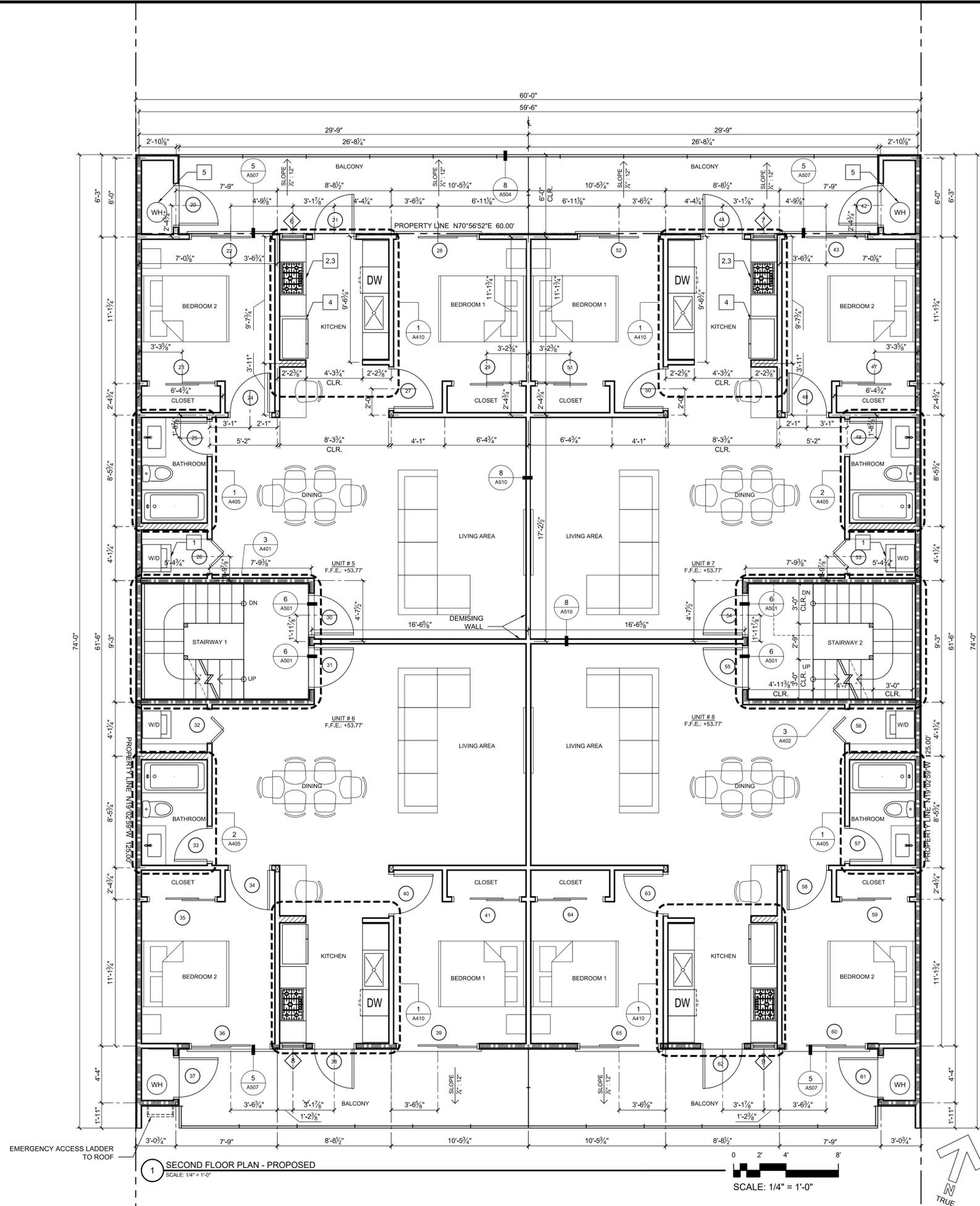
1	04.01.21	1st Building Permit Submittal
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MARK	DATE	DESCRIPTION

PROJECT NO: 2013  
 CAD DWG FILE: A105 FIRST FLOOR PLAN - PROPOSED - C.DWG  
 DRAWN BY: A.S., B.P., C.G., S.V., G.R., D.C., J.C.R., Y.Z.  
 CHK'D BY: Abhay Schwietzer, Michael R. Morton

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SHEET TITLE  
**FIRST FLOOR PLAN  
 - PROPOSED**



**FLOOR PLAN LEGEND**

- EXTERIOR WALL: Concrete wall. Thickness per structural drawings
- 1 HOUR FIRE RATED EXTERIOR WALL: Concrete wall. Per CBC 2019 Table 721.1.
- PROPOSED EXTERIOR WALL: 2X6 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board inside, 3/8" sheathing + 7/8" stucco on outside.
- 1 HOUR FIRE RATED EXTERIOR WALL: 2X6 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board inside, 3/8" sheathing + 7/8" stucco on outside. Per CBC 2019 Table 721.1.
- PROPOSED EXTERIOR WALL: 2X4 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board inside, 3/8" sheathing + 7/8" stucco on outside.
- 1 HOUR FIRE RATED EXTERIOR WALL: 2X4 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board inside, 3/8" sheathing + 7/8" stucco on outside. Per CBC 2019 Table 721.1.
- PROPOSED INTERIOR WALL: 2X6 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board on each side.
- 1 HOUR FIRE RATED PROPOSED INTERIOR WALL: 2X4 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board on each side. Per CBC 2019 Table 721.1(2).
- PROPOSED INTERIOR WALL: 2X4 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board on each side.
- PROPOSED DOOR AND SYMBOL. See door schedule on A601-A602 for complete information
- PROPOSED WINDOW AND SYMBOL. See window schedule on A603 for complete information

**FLOOR PLAN NOTES**

- A. The General Contractor or Sub-Contractor shall verify all conditions or dimensions on these plans in the field with actual site conditions.
- B. Written dimensions shall take precedence over scaled dimensions and shall be verified on the job site. On-site verification of all dimensions and conditions shall be the sole responsibility of the General Contractor and Sub-Contractors.
- C. The Contractor or sub-contractor shall notify TECHNE if any conflicts or discrepancy occurs between this information on this plan and actual field conditions.
- D. Any discrepancies with this drawing affecting project layout shall be brought to the attention of TECHNE. Do not proceed with work until written or verbal instructions are issued by the Architect's office.
- E. INSULATION: UNO per T24 R-15 Batt Insulation At All Exterior 2 X 4 Walls.  
R-15 Batt Insulation at all accessible interior walls for sound control.  
R-30 Batt Insulation at 2 X 10 Ceiling, Raised Floor & Roof Areas.  
R-4.5 Insulation Wrap on All New Hot Water Piping.  
R-5 Insulation Wrap on All New Supply Ducts.
- F. SMOKE DETECTORS: Shall be installed in each bedroom, in access points to each sleeping area and in each story and basements. Detector shall have an alarm audible in all sleeping areas of the unit. Smoke alarms are required to be interconnected in such a manner that the activation of an alarm will activate all the alarms in the individual unit. Units shall be permanently wired to the building wiring and equipped with battery backup.
- G. A mechanical exhaust ventilation system, supply ventilation system, or combination thereof shall be installed for each dwelling unit to provide whole-building ventilation with outdoor air in compliance with ASHRAE Standard 62.2 as adopted by the California Energy Commission.
- H. An intermittently or continuously operating local mechanical exhaust ventilation system shall be installed in each bathroom with a bathtub, shower, or similar moisture source and in each kitchen in compliance with ASHRAE Standard 62.2 as adopted by the California Energy Commission. Intermittent local exhaust ventilation airflow rates shall be 50 cfm in bathrooms and 100 cfm in kitchens. Continuous local exhaust ventilation airflow rates shall be 20 cfm in the bathrooms and 5 air changes per hour in kitchens based on kitchen volume.

- DIMENSIONS**
- EXTERIOR WALL DIMENSIONS TO FACE OF FINISH (U.N.O.)
  - INTERIOR WALL DIMENSIONS TO CENTER LINE OF STUD (U.N.O.)
  - CLEARANCE DIMENSIONS ARE TO FACE OF FINISH MATERIALS, NOTED WITH CLR.

**FLOOR PLAN KEYNOTES**

1. LAUNDRY CENTER: Stacked washer and drier - Option 2
2. COOKING RANGE: Free standing electric.
3. MICROWAVE + RANGE HOOD: Installed over the range with vent.
4. REFRIGERATOR: 36" side by side type - Option 1.
5. WATER HEATER: Hybrid Water Heater 40 gal.

NOTE:  
Refer to Mechanical drawing XXX for proposed appliance schedule.

2934 Lincoln Ave., San Diego, CA 92104  
 technne-us.com sustainblearchitect.org  
 619-940-5814 m 313-595-5814

---

CONSULTANTS

**C-19371**  
RENEWAL  
04/30/2021

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316 E 31st St.,  
National City, CA 91950

OWNER

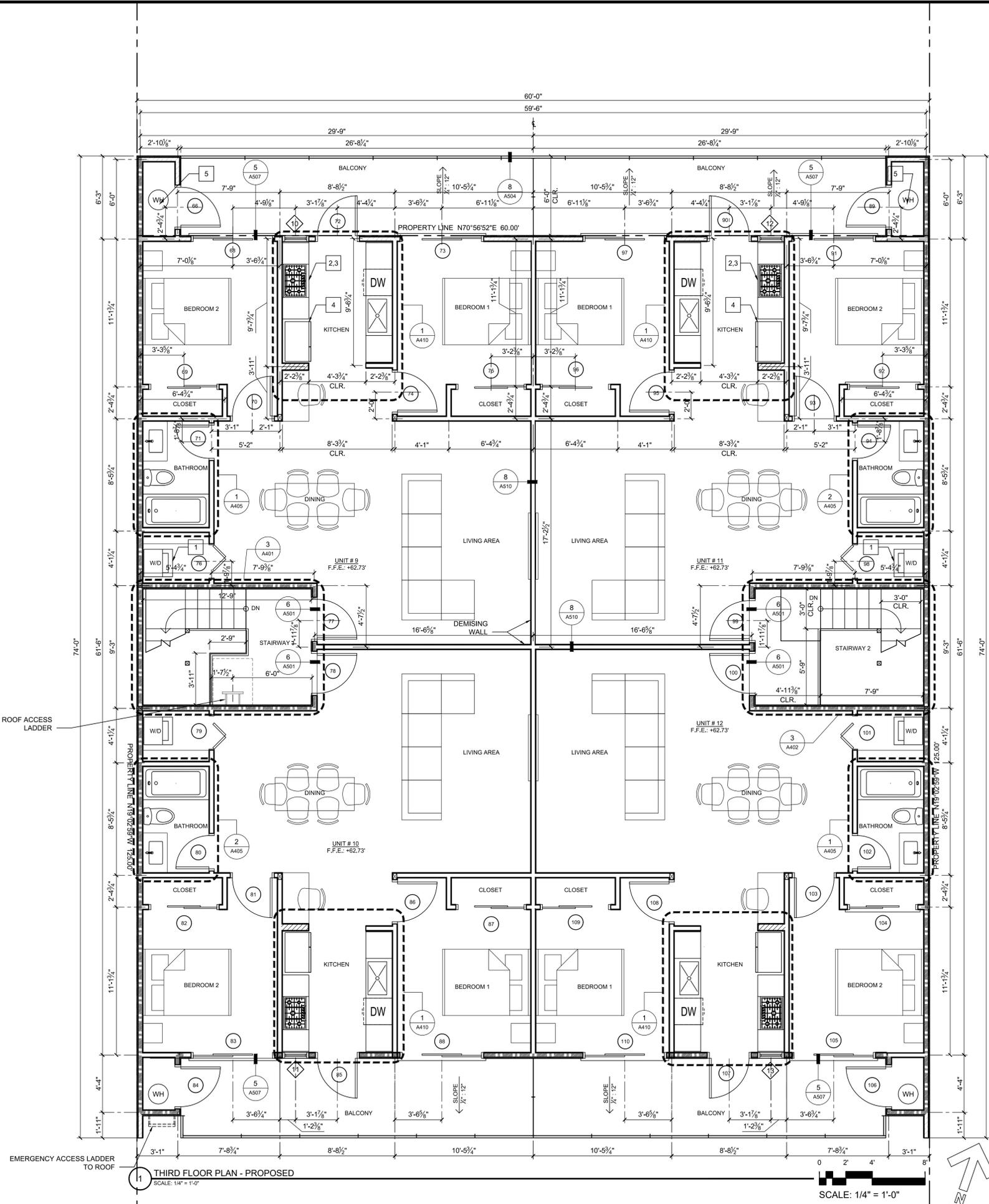
Torreyana Associates LLC  
 3974 Sorrento Valley Blvd. #910740,  
 San Diego, CA 92121

---

**SECOND FLOOR PLAN - PROPOSED**

A106

SHEET OF 50



FLOOR PLAN LEGEND

- EXTERIOR WALL: Concrete wall. Thickness per structural drawings
- 1 HOUR FIRE RATED EXTERIOR WALL: Concrete wall. Per CBC 2019 Table 721.1.
- PROPOSED EXTERIOR WALL: 2X6 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board inside, 3/8" sheathing + 7/8" stucco on outside.
- 1 HOUR FIRE RATED EXTERIOR WALL: 2X6 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board inside, 3/8" sheathing + 7/8" stucco on outside. Per CBC 2019 Table 721.1.
- PROPOSED EXTERIOR WALL: 2X4 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board inside, 3/8" sheathing + 7/8" stucco on outside.
- 1 HOUR FIRE RATED EXTERIOR WALL: 2X4 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board inside, 3/8" sheathing + 7/8" stucco on outside. Per CBC 2019 Table 721.1.
- PROPOSED INTERIOR WALL: 2X6 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board on each side.
- 1 HOUR FIRE RATED PROPOSED INTERIOR WALL: 2X4 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board on each side. Per CBC 2019 Table 721.1(2).
- PROPOSED INTERIOR WALL: 2X4 wood stud @ 16" O.C. with 1 layer of 5/8" gypsum board on each side.
- PROPOSED DOOR AND SYMBOL. See door schedule on A601-A602 for complete information
- PROPOSED WINDOW AND SYMBOL. See window schedule on A603 for complete information

FLOOR PLAN NOTES

- A. The General Contractor or Sub-Contractor shall verify all conditions or dimensions on these plans in the field with actual site conditions.
- B. Written dimensions shall take precedence over scaled dimensions and shall be verified on the job site. On-site verification of all dimensions and conditions shall be the sole responsibility of the General Contractor and Sub-Contractors.
- C. The Contractor or sub-contractor shall notify TECHNE if any conflicts or discrepancy occurs between this information on this plan and actual field conditions.
- D. Any discrepancies with this drawing affecting project layout shall be brought to the attention of TECHNE. Do not proceed with work until written or verbal instructions are issued by the Architect's office.
- E. INSULATION: UNO per T24 R-15 Batt Insulation At All Exterior 2 X 4 Walls.  
R-15 Batt Insulation at all accessible interior walls for sound control.  
R-30 Batt Insulation at 2 X 10 Ceiling, Raised Floor & Roof Areas.  
R-4.5 Insulation Wrap on All New Hot Water Piping.  
R-5 Insulation Wrap on All New Supply Ducts.
- F. SMOKE DETECTORS: Shall be installed in each bedroom, in access points to each sleeping area and in each story and basements. Detector shall have an alarm audible in all sleeping areas of the unit. Smoke alarms are required to be interconnected in such a manner that the activation of an alarm will activate all the alarms in the individual unit. Units shall be permanently wired to the building wiring and equipped with battery backup.
- G. A mechanical exhaust ventilation system, supply ventilation system, or combination thereof shall be installed for each dwelling unit to provide whole-building ventilation with outdoor air in compliance with ASHRAE Standard 62.2 as adopted by the California Energy Commission.
- H. An intermittently or continuously operating local mechanical exhaust ventilation system shall be installed in each bathroom with a bathtub, shower, or similar moisture source and in each kitchen in compliance with ASHRAE Standard 62.2 as adopted by the California Energy Commission. Intermittent local exhaust ventilation airflow rates shall be 50 cfm in bathrooms and 100 cfm in kitchens. Continuous local exhaust ventilation airflow rates shall be 20 cfm in the bathrooms and 5 air changes per hour in kitchens based on kitchen volume.
- I. Special Features per CFR form: Ceiling has high level of insulation.

- DIMENSIONS**
- EXTERIOR WALL DIMENSIONS TO FACE OF FINISH (U.N.O.)
  - INTERIOR WALL DIMENSIONS TO CENTER LINE OF STUD (U.N.O.)
  - CLEARANCE DIMENSIONS ARE TO FACE OF FINISH MATERIALS, NOTED WITH CLR.

FLOOR PLAN KEYNOTES

1. LAUNDRY CENTER: Stacked washer and drier - Option 2
  2. COOKING RANGE: Free standing electric.
  3. MICROWAVE + RANGE HOOD: Installed over the range with vent.
  4. REFRIGERATOR: 36" side by side type - Option 1.
  5. WATER HEATER: Hybrid Water Heater 40 gal.
- NOTE:  
Refer to Mechanical drawing XXX for proposed appliance schedule.

**TECHNE**  
DESIGN | DEVELOPMENT

2934 Lincoln Ave., San Diego, CA 92104  
techn-e-us.com sustainblearchitect.org  
619-940-5814 m 313-595-5814

CONSULTANTS

316 E 31st St.,  
National City, CA 91950

OWNER

Torreyana Associates LLC  
3974 Sorrento Valley Blvd. #910740,  
San Diego, CA 92121

MARK	DATE	DESCRIPTION
1	04.01.21	1st Building Permit Submittal

PROJECT NO:	2013
CAD DWG FILE:	A107 THIRD FLOOR PLAN - PROPOSED.DWG
DRAWN BY:	A.S, B.P, C.G, S.V., G.R., D.C., J.C.R., Y.Z.
CHK'D BY:	Abhay Schwietzer, Michael R. Morton

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SHEET TITLE

**THIRD FLOOR PLAN - PROPOSED**

No Fees per Government Code 6103 ]  
 RECORDING REQUESTED BY: ]  
 National City Housing Authority ]  
 ]  
 ]  
 ]  
 ]  
 WHEN RECORDED MAIL TO: ]  
 National City Housing Authority ]  
 Attention: Executive Director ]  
 1243 National City Boulevard ]  
 National City, CA 91950 ]

**AFFORDABLE HOUSING DENSITY BONUS AGREEMENT  
 (316 East 31st Street)**

THIS AFFORDABLE HOUSING DENSITY BONUS AGREEMENT (“Agreement”) is dated as of the \_\_ day of May, 2022, by and between the City of National City (“City”), and Torreyana Associates LLC, a California limited liability company (“Developer”).

WHEREAS, Developer is the owner of that certain real property generally located at 316 East 31st Street, in the City of National City, County of San Diego, more particularly described in Exhibit “A” attached hereto (“Property”); and

WHEREAS, Developer has applied to the City for a density bonus pursuant to Government Code section 65915, and Sections 18.48.030, et seq. of the National City Municipal Code, provided, however, the Developer has independently and of its own free will chosen not to increase the density of the Development to be built at the Property. Rather, the Developer is electing to only take the three (3) waivers, incentives, and concessions (as defined in Government Code Section 65915 and Sections 18.48.040 of the National City Municipal Code) in exchange for providing the Affordable Unit, as defined below; and

WHEREAS, Developer proposes to develop a total of twelve (12) housing units on the Property (“Development”) and restrict the rent and occupancy of one (1) 811 square foot studio residential dwelling unit (“Affordable Unit”) to lower-income households in exchange for the three (3) waivers, incentives and concessions; and

WHEREAS, This Agreement will serve to memorialize Developer’s obligation to provide the Affordable Unit, the time frame for the construction and occupancy of the Affordable Unit and the restriction of the Affordable Unit by the recordation of this Agreement assuring affordability for a total of fifty-five (55) years measured from the issuance of final inspection approval for the Development.

NOW, THEREFORE, in consideration of the foregoing and of the mutual terms and covenants hereinafter set forth and other good and valuable consideration, the City and Developer agree as follows:

1. Acknowledgement of Incentives. Developer acknowledges and agrees that the Development is entitled to and is receiving three (3) waivers, incentives, and concessions as follows: (1) the parking ratio of 1 parking space per one-bedroom unit and 1.5 parking spaces per two-bedroom units, totaling 16 parking spaces; (2) the reduction of total parking spaces from 16 spaces to 12 spaces; and (3) a waiver from common open space requirements, pursuant to and in accordance with Government Code 65915.

2. Developer Covenants. Pursuant to and in consideration of the waivers, incentives, and concessions, Developer hereby agrees and covenants on behalf of itself and its successors and assigns, and each successor in interest to the Property, that at all times during the term of this Agreement the 811 square foot studio residential dwelling unit on the Property (designated as Unit 4 (Standard) (Lower Level + Mezzanine) on those certain plans for the project by Techne Design Development, 1<sup>st</sup> Building Permit Submittal dated April 1, 2021) shall be rented and occupied as the Affordable Unit as set forth in this Agreement. As used herein, the term “Affordable Unit” shall refer to the one (1) residential dwelling unit on the Property held available strictly in accordance with the terms and conditions set forth in this Agreement.

3. Affordability Restrictions.

(a) Area Median Income. As used herein, “Area Median Income” shall mean the area median income, as adjusted for family size, for San Diego County, established periodically by the California Department of Housing and Community Development (“HCD”) and published in the California Code of Regulations. In the event HCD ceases to publish an established Area Median Income as aforesaid, the City may, in its sole discretion, use any other reasonably comparable method of computing Area Median Income.

(b) Occupancy Restrictions. During the term of this Agreement, the Affordable Unit shall be occupied by a household whose income does not exceed the very low income limits applicable to San Diego County, adjusted for household size, as published annually by HCD, earning at or below fifty percent (50%) of the Area Median Income.

(c) Rent Amount. During the term of this Agreement, the monthly rental rate for the Affordable Unit (which shall include a utility allowance based on the utility allowance schedules published annually by the National City Housing Authority) shall not exceed 1/12 of thirty percent (30%) of fifty percent (50%) of the Area Median Income, as adjusted for assumed household size and utilities. The imputed household size for the Affordable Unit shall be equal to the number of bedrooms in the unit plus one. For example, the rent for the studio Affordable Unit shall be calculated using fifty percent (50%) of the Area Median Income for a 1-person household.

4. Restrictions. The following restrictions shall also be applicable to the Affordable Unit:

(a) No Relationship With Developer. The Affordable Unit shall not be occupied or leased to Developer or any relative (by blood or marriage) of Developer or any person employed by Developer or of any individuals who are members, principals, executives, directors, partners, or shareholders of Developer or in any entity having an ownership in Developer or in the Property.

(b) No Full-Time Students. The Affordable Unit shall not be occupied or leased to any household comprised exclusively of persons who are full-time students, unless such persons are eligible to file a joint federal income tax return and all such persons reside in the Affordable Unit. The term “full-time student” shall be defined as any person who will be or has been a full-time student during five calendar months of the calendar year in question at an educational institution (other than a correspondence school) with regular faculty and students.

(c) No Student Dependents. Notwithstanding the provisions of section 4(b), the Affordable Unit shall not be occupied or leased to any student dependent as defined in the U.S. Internal Revenue Code, unless the taxpayer (upon whom the student in question is dependent) resides in the same unit.

(d) No Owners of Real Property. The Affordable Unit shall not be occupied or leased to any person or any household comprised of one or more persons who own real property.

(e) Liquid Asset Limitation. The Affordable Unit shall not be occupied or leased to any person or household holding, directly or indirectly, liquid assets whose aggregate value exceeds, at the time of determination of eligibility, eighty percent (80%) of the then-current annual Area Median Income. As used herein, the term “liquid assets” refers to cash and assets which are readily convertible to cash within a reasonable period, including but not limited to savings and checking accounts, certificates of deposit of any term, marketable securities, money market and similar accounts, mutual fund shares, and insurance policy cash values. The term “liquid assets” shall not include retirement funds which are not readily accessible or which cannot be accessed by the tenant without the tenant incurring a penalty.

(f) Income of Co-Tenants. The income of all co-tenants and/or occupants shall be taken into account in determining whether a tenant or prospective tenant meets the requirements of this Agreement.

(g) Eligible Tenants - Increased Income. If as a result of the annual recertification procedure described in Section 7 below any household which was previously determined to be eligible to occupy the Affordable Unit is determined to be ineligible as a result of increased income or assets, the City will provide written notification thereof, and Developer shall have one hundred eighty days (180) from the date of notification to take all reasonable steps to pursue eviction of the ineligible household. If Developer fails to act within the one hundred eighty day (180) period, the City shall require payment of a fee by Developer, provided that no fee shall be payable so long as Developer is diligently pursuing eviction of the ineligible household by appropriate proceedings. Under this fee requirement, the ineligible tenant residing in the Affordable Unit shall pay the full market rate rent, and Developer shall pay the difference between the affordable rent and the full market rate rent, as determined by the City, to the City. The period of fee payment shall in no event exceed a period of six (6) months, at which time Developer’s failure to provide the Affordable Unit to a household eligible hereunder shall constitute a material default under this Agreement.

5. Term. Pursuant to Government Code Section 65915, this Agreement shall be effective on the date of its recordation and shall remain in force until the date that is fifty-five (55) years from the date of issuance of final inspection approval of the Development by the City.

6. Deed of Trust.

(a) Execution and Recordation. Developer shall, concurrently with the execution of this Agreement, execute, acknowledge and record a deed of trust on the Property ensuring timely performance of the obligations set forth in this Agreement (“Deed of Trust”). The Deed of Trust shall be subordinated to the construction deed(s) of trust and/or permanent financing in favor of institutional lenders, as approved by the City Manager. The subordination shall be upon such terms and conditions and for such periods of time as the City Manager may approve to protect the provision of affordable housing as required by this Agreement. The City shall reconvey the Deed of Trust following the expiration of the term of this Agreement.

(b) Foreclosure on the Property. In the event of a foreclosure on the Property which eliminates the Deed of Trust, the new owner, upon five (5) days’ written notice from the City, shall: (i) execute, acknowledge, and deliver to the City an assignment and assumption of this Agreement in a form as approved by the City, in its reasonable discretion, for recordation; (ii) execute, acknowledge, and deliver to the City a deed of trust, in a form as approved by the City, in its reasonable discretion, to be recorded against the Property, in a lien priority immediately junior to the assignment and assumption of this Agreement which will secure the performance of this Agreement; and (iii) reimburse the City for all of its attorneys’ fees and costs in connection with the foregoing, including all costs, attorneys’ fees, and expert witnesses fees incurred by the City in obtaining compliance by the new owner, including those incurred in litigation, if any.

7. Verification of Eligibility. The Affordable Unit shall not be rented to a prospective tenant or occupied by any person unless and until the City, through its designated staff, has verified that the prospective tenant or occupant is eligible and that affordable rents will be charged in accordance with the criteria set forth in this Agreement. Developer and/or its successor in interest shall ensure that all eligibility and rent criteria are met during the term of the Agreement. Annually, on the anniversary of the initial certification of compliance, as determined by the City, during the term of this Agreement, Developer or its successor in interest shall certify to the City that the Affordable Unit is being occupied by eligible tenants. Said certification shall be on forms acceptable to the City.

8. Maintenance Standards. During the term of this Agreement, Developer shall maintain the Affordable Unit and the Property in a condition that satisfies the more stringent of (a) the requirements of the applicable local codes or (b) the United States Department of Housing and Urban Development’s Uniform Physical Conditions Standards. The City shall have the right to inspect the Affordable Unit and the Property prior to initial occupancy and periodically during the term of this Agreement, upon three business days’ notice to Developer. The City shall have the right to disclose results of those inspections to the appropriate enforcement authorities. Any deficiencies in the physical condition of the Affordable Unit shall be corrected by Developer at Developer’s expense within thirty (30) days of the identification of such deficiency by the City and delivery of written notice of the same to Developer. Failure to maintain the unit(s) and the

Property in compliance with this section shall constitute a breach of this Agreement and subject the Developer to damages as set forth in Section 13 of this Agreement.

9. Interpretation and Construction. If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Agreement and the application of such provisions to persons or circumstances, other than those as to which it is found to be invalid, shall not be affected thereby. Nothing contained herein shall be deemed compliance with or waiver of any provision of law or conditions of approval except as expressly stated herein.

10. Design, Construction and Occupancy Schedule for the Affordable Unit. The Affordable Unit shall receive final inspection approval no later than the date that the market-rate units receive final inspection and approval. Time is of the essence in the occupancy of the Affordable Unit. The City Manager may, in his or her sole discretion, extend one or more time deadlines for performance as referenced in this Agreement for good cause.

11. Indemnity. Developer agrees to indemnify, defend and hold harmless the City, the National City Housing Authority, and any and all of their respective councilmembers, commissioners, members, officers, agents, servants, and employees (the “Indemnitees”) from and against all claims, liens, claims of lien, losses, damages, costs, and expenses, whether direct or indirect, arising in any way from this Agreement, including the construction, sale, rental, or operation of the Development, the Property, and/or any of the units, or from the default by Developer in the performance of its obligations under this Agreement; provided, however, that Developer shall not be required to indemnify, defend, or hold harmless any of the Indemnitees from claims, losses, damages, costs, and expenses related to the sole negligence or willful misconduct of the Indemnitees.

12. Agreement Binding on Successors. The terms, covenants and conditions of this Agreement shall apply to, and shall bind the parties hereto and any successors or assignees. Developer shall not sell, transfer, or otherwise dispose of the Property, any portion thereof, or any interest therein unless the proposed transferee shall have executed and delivered to the City an express written assumption of all of Developer’s obligations under this Agreement, on a form reasonably acceptable to the City. Upon assignment and assumption by a successor entity, as approved by the City, Developer shall be released from all prospective liability and responsibility under the terms of this Agreement. Developer agrees that all of its obligations hereunder shall constitute covenants, which shall run with the land and shall be binding upon the Property and upon every person having any interest therein at any time and from time to time during the term of this Agreement. Further, Developer agrees that, if a court of competent jurisdiction determines that the obligations set forth herein do not qualify as covenants running with the land, they shall be enforced as equitable servitudes. Any sale or conveyance of the Property shall be made subject to this Agreement.

13. Damages; Enforcement; Remedies; Security.

(a) Standing; Equitable Remedies; Remedies Cumulative. Developer expressly agrees and declares that the City shall be the proper party to, and shall have standing to, initiate and pursue

any and all actions or proceedings, at law or in equity, to enforce the provisions hereof and/or to recover damages for any event that is expressly stated to be a material default hereunder and which event remains uncured following sixty (60) days' written notice to Developer from the City (or up to one hundred twenty (120) days after notice, if actions to correct the material default have been timely initiated and are, in the reasonable opinion of the City, being diligently pursued), notwithstanding the fact that such damages or the detriment arising from such a material default that remains uncured as aforesaid may have actually been suffered by some other person or by the public at large. Further, Developer expressly agrees that injunctive relief and specific performance are proper pre-trial and/or post-trial remedies hereunder to assure compliance with this Agreement. Nothing in this Section and no recovery by the City shall restrict or limit the rights or remedies of persons or entities other than the City, against Developer in connection with the same or related acts by Developer, provided that Developer shall not be subject to duplicate awards or recoveries. The remedies set forth in this Section are cumulative and not mutually exclusive, except to the extent that their award is specifically determined to be duplicative by final order of a court of competent jurisdiction. Further, the award of damages hereunder shall not bar the exercise of police power or other governmental powers, or the pursuit of criminal, civil, or administrative penalties by the City in connection with any material default under this Agreement that remains uncured as aforesaid. Developer acknowledges that a material default under this Agreement that remains uncured may constitute a violation of state law.

(b) Remedies At Law For Breach Of Rental Restrictions. In the event of any material default under the provisions hereof that remains uncured following thirty (30) days' written notice to Developer from the City (or up to one hundred sixty (160) days after notice, if actions to correct the material default have been timely initiated and are, in the reasonable opinion of the City, being diligently pursued) regarding restrictions on rental of the Affordable Unit, at the sole option of the City, the City shall be entitled to the following remedies at law to the extent they are not duplicative, the election of which shall not be required and may be revoked and/or modified until immediately prior to entry of judgment:

(1) Damages For Specific Breach. The City shall be entitled to recover compensatory damages, at its sole option in the event of a material uncured default under the terms of this Agreement. If the material uncured default in question involves the violation of Section 13(b) above, the amount of such compensatory damages shall be the product of multiplying (A) the number of months that the material uncured default in question has continued until the time of trial or cure, whichever occurs first, by (B) the result of subtracting (i) the rents properly chargeable hereunder for the Affordable Unit (ii) the rents actually collected by Developer for the Affordable Unit for the months in question, as reasonably determined by the City. Developer and the City agree that it would be extremely difficult or impracticable to ascertain the precise amount of actual damages accruing to the City as a result of such a material uncured default and that the foregoing formula is a fair and reasonable method of approximating such damages. The City shall be entitled to seek and to recover damages in separate actions for successive, separate breaches, which may occur during the term of this Agreement. Further, interest shall accrue on the amount of such damages from the date of the expiration of Developer's cure period for the material uncured breach in question at the rate of ten percent (10%) per annum or the maximum rate then allowed by law, whichever is less. Nothing in this section shall preclude the award of exemplary damages as allowed by law.

(2) Acceleration and Liquidation of Future Performance. At the sole option of the City, if any material default by Developer in the performance of its obligations under this Agreement remains uncured for more than ninety (90) days after written notice to Developer by the City specifying such breach in reasonable detail (or such longer period of time, not to exceed six (6) months, as may reasonably be required for Developer to cure such breach exercising reasonable diligence), Developer's obligation to perform hereunder may be accelerated by the City and declared immediately due through the payment of a liquidated sum. Developer and the City agree that it would be extremely difficult and impractical to predict the precise cost to the City of (i) locating a rental unit equivalent to the Affordable Unit, (ii) procuring such unit (through purchase, lease, or subsidies) at the rent discounts contemplated herein, (iii) performing the substantial administrative activities associated with replacing the Affordable Unit, and (iv) inflation. Therefore, Developer and the City agree that, in the event of a material default hereunder by Developer that remains uncured as aforesaid, and upon written notice from the City to Developer that the City has elected to exercise its option to accelerate and liquidate Developer's performance hereunder in accordance with the provisions of this Section 13(b)(2), Developer shall pay, and the City shall be entitled to receive, within thirty (30) days of the City's delivery of such written notice, in complete liquidation of the City's future monetary damages and Developer's future obligations under this Agreement, a lump sum payment equal to: (A) the aggregate of the mathematical differences between the monthly rent for a "Comparable Market Rate Unit" (as determined by the City, using statistical data for units of the same size and location at the time of the breach) and the monthly rent allowable hereunder for the Affordable Unit, at the date of delivery of the aforesaid written notice of election to accelerate, multiplied by (B) the number of months remaining in the term of this Agreement, from and after the date of delivery of the aforesaid written notice of election to accelerate. Developer and the City agree that acceleration is a fair and reasonable remedy for non-compliance hereunder, and that the foregoing formula represents a fair and reasonable method of approximating and liquidating the future monetary obligations of Developer to the City hereunder for purposes of any such optional acceleration by the City. Further, such liquidated amount shall automatically commence to bear interest at the rate of ten percent (10%) per annum or the maximum rate then allowed by law, whichever is less, from and after the date that the City delivers to Developer the aforesaid written notice of the City's election to accelerate Developer's performance hereunder, until paid. Further, if Developer breaches this Section 13(b)(2), the City shall be entitled to receive all reasonable attorneys' fees, costs of suit, title insurance charges, foreclosure costs, and other out-of-pocket expenses reasonably incurred in recovering such liquidated amount.

14. Monitoring Fees. Developer shall pay to the City, each year during the term of this Agreement, an annual monitoring fee, as determined by the City in schedules promulgated by the City from time to time. Failure to timely pay such fees shall constitute a material default under this Agreement.

15. General Provisions.

(a) Waiver. No provision of this Agreement, or breach of any provision, can be waived except in writing. The waiver by any party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions, ordinance or law, shall not be deemed to be a



(i) Further Assurances. If Developer does not receive all of the necessary permits and approvals to construct the Development, Developer and the City agree that this Agreement and the density bonus granted herein shall be null and void and of no further force and effect and Developer and the City agree to take all reasonable steps and to execute and cause to be recorded all documents reasonably necessary to remove this Agreement and the Deed of Trust from the record chain of title to the Property.

16. Risk of Market Conditions. Developer shall bear sole responsibility for developing, constructing, and marketing the units covered by this Agreement, pursuant to the approvals that the City has issued for the Development and the requirements contained in this Agreement. The City shall have no obligation to amend this Agreement, and the Developer shall reimburse the City for administrative costs associated with any modification of this Agreement that shall require the approval of the City Council of National City.

17. Signature Authority. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the other party hereto that he or she has the necessary capacity and authority to act for, sign, and bind the respective entity or principal on whose behalf he or she is signing.

**CITY:**  
City of National City

By: \_\_\_\_\_  
Brad Raulston, City Manager

**APPROVED AS TO FORM:**  
Charles Bell Jr., City Attorney

By: \_\_\_\_\_  
Jennifer K. Gilman  
Deputy City Attorney

**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

**DEVELOPER:**

Torreyana Associates LLC, a California limited liability company

By: \_\_\_\_\_  
Sherman Antao, Member

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California            )  
  )  
County of San Diego         )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California            )  
  )  
County of San Diego         )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT "A"**

**Legal Description of the Property**

That certain real property located in the City of National City, County of San Diego, State of California more particularly described as follows:

THE WESTERLY 60 FEET OF THE EASTERLY 160 FEET OF THE NORTH 145 FEET OF THE EAST HALF OF THE EAST HALF OF 10 ACRE LOT 8, QUARTER SECTION 152 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166, FILED IN THE COUNTY RECORDER'S OFFICE OF SAID SAN DIEGO COUNTY, MAY 11, 1869.

ASSESSORS PARCEL NUMBER: 562-252-05-00

**No Fees per Government Code 6103**

**Recording Requested By:**  
National City Housing Authority

**When Recorded Mail To:**  
National City Housing Authority  
Attention: Executive Director  
1243 National City Boulevard  
National City, CA 91950

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**PERFORMANCE DEED OF TRUST**  
**(316 East 31<sup>st</sup> Street)**

**THIS DEED OF TRUST** is dated as of the \_\_\_ day of May, 2022, between Torreyana Associates LLC, a California limited liability company (“Trustor”), whose address is 3974 Sorrento Valley Blvd., #910740, San Diego, California 92121, Lawyers Title Company (“Trustee”), and the City of National City (“Beneficiary”), whose address is 1243 National City Boulevard, National City, California 91950.

**TRUSTOR HEREBY** irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, all that property in the City of National City, County of San Diego, State of California, described as (“Property”):

(See Legal Description - Exhibit “A”)

**FOR THE PURPOSE OF SECURING:**

- (1) The timely performance of the Affordable Housing Density Bonus Agreement of even date herewith (“Agreement”), between the Beneficiary and the Trustor, and any renewals, extensions, modifications, or amendments to the Agreement by the Trustor and each and every covenant set forth herein; and
- (2) The performance of each agreement contained in this Deed of Trust.

**A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

1. Defense of Security. To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys’ fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose on this Deed of Trust.

2. Payment of Liens and Taxes. To pay, when due, all taxes and assessments affecting the Property, including assessments on appurtenant water stock, all encumbrances, charges, and liens, with interest, on the Property or any part of the Property, which appear to be prior or superior to this Deed of Trust, and all costs, fees, and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any act as provided in this Deed of Trust, then Beneficiary or Trustee may (but is not obligated to) make the payment or do the act in the required manner and to the extent deemed necessary by Beneficiary or Trustee to protect the security of this Deed of Trust. The performance by Beneficiary or Trustee of such an act shall not require notice to or demand upon Trustor and shall not release Trustor from any obligation under this Deed of Trust. Beneficiary or Trustee shall also have the following related rights and powers: to enter upon the Property for the foregoing purposes; to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior or superior to this Deed of Trust; to employ counsel; and to pay necessary expenses and costs, including attorneys' fees.

3. Reimbursement of Costs. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest from date of expenditure at the amount allowed by law in effect at the date of this Deed of Trust, and to pay any reasonable amount demanded by Beneficiary (up to the maximum allowed by law at the time of the demand) for any statement regarding the obligation secured by this Deed of Trust.

4. Use. That it will not permit or suffer the use of any of the Property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.

5. Incorporation of Agreement. That the Agreement is incorporated herein by reference and made a part of this Deed of Trust.

6. Performance of Other Obligations. To perform, in a timely manner, each agreement and covenant by and between Trustor on any and all notes, loans and deeds of trust that are senior and/or junior to this Deed of Trust. A default in any of these obligations, beyond any applicable cure period, shall constitute a default under this Deed of Trust.

**B. THE PARTIES AGREE THAT:**

7. Waiver of Late Payments. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any indebtedness secured by this Deed of Trust.

8. Full Reconveyance. Upon expiration of the term of the Agreement and written request of Beneficiary, and payment of Trustee's fees and charges, Trustee shall reconvey, without warranty, the Property then subject to this Deed of Trust. The recitals in the reconveyance shall be conclusive proof of the truthfulness of the recitals. The grantee in the reconveyance may be described as "the person or persons legally entitled thereto."

9. Assignment of Rents. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority during the continuance of this Deed of Trust, to collect the rents, issues, and profits of the Property, but reserves the right, prior to any default by Trustor in payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement under this Deed of Trust, to collect and retain these rents, issues, and profits as they become due and payable. Upon any such default beyond any applicable cure period, Beneficiary may, without notice and without regard to the adequacy of the security for the indebtedness secured by this Deed of Trust, either personally or by agent or court-appointed receiver, do the following: enter upon and take possession of the Property or any part of the Property; sue for or otherwise collect all rents, issues, and profits, including those past due and unpaid; and apply these rents, issues, and profits, less costs and expenses of operation and collection (including reasonable attorneys' fees), upon any indebtedness secured by this Deed of Trust, in any order determined by Beneficiary. The exercise of the foregoing rights by Beneficiary shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.

10. Default and Foreclosure. Upon default under the Agreement, subject to any applicable notice and cure rights contained in the Agreement, or in the performance of any obligation under this Deed of Trust beyond any applicable cure period, Beneficiary may declare all obligations secured by this Deed of Trust immediately due and payable by delivering to Trustee a written declaration of default and demand for sale and a written notice of default and election to sell the Property. Trustee shall cause the notice of default and election to sell to be recorded. After the required time period has lapsed following the recordation of the notice of default, and after notice of sale has been given as required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place specified in the notice of sale, either as a whole or in separate parcels, and in any order determined by Trustee, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at the auction its deed conveying the Property sold, but without any covenant or warranty, express or implied. The recital in the deed of any matter or fact shall be conclusive proof of the truthfulness of the recital. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale. After deducting all costs, fees, and expenses of Trustee and Beneficiary under this paragraph, including costs of procuring evidence of title incurred in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the amount allowed by law in effect at the date of this Deed of Trust; all other sums then secured by this Deed of Trust; and the remainder, if any, to the person or persons legally entitled to the remaining proceeds.

11. Due on Sale or Further Encumbrance. Trustor shall not sell, transfer or otherwise dispose of the real property described in this deed of trust, or any portion thereof, or any interest therein unless the proposed transferee shall have executed and delivered to the Beneficiary an express written assumption of all of Trustor's obligations hereunder this deed of trust, on a form reasonably acceptable to the Beneficiary. Consent to one transaction of this type will not constitute a waiver of the right to acquire consent to future or successive transactions.

12. General Provisions. This Deed of Trust applies to, inures to the benefit of, and binds all parties to this Deed of Trust and their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall mean the City of National City, and its successors and assigns. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

13. Substitution of Trustees. Beneficiary, or any successor in ownership of any obligations secured by this Deed of Trust, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust. The substitution instrument shall contain the name of the original Trustor, Trustee, and Beneficiary under this Deed of Trust, the book and page where this Deed is recorded, and the name and address of the new Trustee. When executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, the substitution instrument shall be conclusive proof of proper substitution of the successor Trustee or Trustees. Any successor Trustee or Trustees shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties.

14. Cumulative Powers and Remedies. The powers and remedies conferred in this Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or given by law. These powers and remedies may be exercised singly, successively, or together, and as often as deemed necessary.

15. Conclusiveness of Recitals. The recitals contained in any reconveyance, trustee's deed, or any other instrument executed by the Trustee from time to time under the authority of this Deed of Trust or in the exercise of its powers or the performance of its duties under this Deed of Trust, shall be conclusive evidence of their truth, whether stated as specific and particular facts, or in general statements or conclusions absent manifest error. Further, the recitals shall be binding and conclusive upon the Trustor, its heirs, executors, administrators, successors, and assigns, and all other persons.

16. Attorneys' Fees. If any action is brought for the foreclosure of this Deed of Trust or for the enforcement of any provision of this Deed of Trust (whether or not suit is filed), Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees; and these sums shall be secured by this Deed of Trust. The prevailing party in any litigation, including but not limited to arbitration, writ petitions, complaints, and/or actions for declaratory relief, brought to enforce, interpret or reform the provisions of this Deed of Trust shall be entitled to reasonable attorneys' and experts' fees, costs and out-of-pocket expenses (whether or not considered recoverable "costs" under applicable statute) incurred in such litigation.

17. Request for Notices of Default and Sale. In accordance with Section 2924b of the California Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under that Deed of Trust executed by the Trustor concerning this Property be mailed to:

City of National City  
Attention: Executive Director  
1243 National City Boulevard  
National City, CA 91950

**NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.**

18. Inspections. Trustor shall permit Beneficiary and its agents or representatives, to inspect the Property at any and all reasonable times, upon 48 hours advance notice to Trustor. Inspections shall be conducted so as not to interfere with the tenants' use and enjoyment of the Property.

19. Hazardous Materials Defined. For purposes of this Deed of Trust, "Hazardous Materials" means and includes any flammable, explosive, or radioactive materials or hazardous, toxic, or dangerous wastes, substances, or related materials or any other chemicals, materials, or substances, exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to the Property, including, but not limited to, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in, pursuant to, or for purposes of, the California Solid Waste Management, Resource Recovery and Recycling Act (California Government Code Section 66700 *et seq.*), the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, *et seq.*), Section 25117 or Section 25316 of the California Health & Safety Code; and any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material; or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601 *et seq.*); and any "toxic pollutant" under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251 *et seq.*); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901 *et seq.*). Notwithstanding the above, the term "Hazardous Materials" shall not include small amounts of chemicals, cleaning agents, and the like commonly employed in routine household uses in a manner typical of occupants in other similar residential properties provided they are used in compliance with applicable laws. The term "Hazardous Materials Laws" means any federal, state, or local law, code, statute, ordinance, rule, regulation, rule of common law, or guideline relating to Hazardous Materials now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use,

presence, storage, generation, disposal, or release of any Hazardous Materials to be provided to any party).

20. Trustor's Hazardous Materials Representations and Warranties and Indemnity. In addition to the general and specific representations, covenants, and warranties set forth in the Deed of Trust or otherwise, Trustor represents, covenants, and warrants, with respect to Hazardous Materials, as follows:

(a) Neither Trustor nor, to the best knowledge of Trustor, any other person, has ever caused or permitted any Hazardous Materials to be manufactured, placed, held, located, or disposed of on, under, or at the Property or any part thereof, and neither the Property nor any part thereof, or any property adjacent thereto, has ever been used (whether by the Trustor or, to the best knowledge of the Trustor, by any other person) as a manufacturing site, dump site, or storage site (whether permanent or temporary) for any Hazardous Materials;

(b) Trustor hereby agrees to indemnify Beneficiary, its officers, employees, contractors and agents, and hold Beneficiary, its officers, employees, contractors and agents harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses, and claims of any and every kind whatsoever paid, incurred, or suffered by, or asserted against Beneficiary, its officers, employees, contractors, and agents for, with respect to, or as a direct or indirect result of, the presence or use, generation, storage, release, threatened release or disposal of Hazardous Materials on or under the Property or the escape, seepage, leakage, spillage, discharge, emission, or release of any Hazardous Materials from the Property (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under CERCLA, any so-called "Superfund" or "Superlien" law, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials) regardless of whether or not caused by or within the control of Trustor, except to the extent arising as a result of the negligence or willful misconduct of Beneficiary.

(c) Trustor has not received any notice of (i) the happening of any event involving the use, spillage, discharge, or cleanup of any Hazardous Materials ("Hazardous Discharge") affecting Trustor or the Property or (ii) any complaint, order, citation, or notice with regard to air emissions, water discharges, noise emissions, or any other environmental, health or safety matter affecting Trustor or the Property ("Environmental Complaint") from any person or entity, including, without limitation, the United States Environmental Protection Agency ("EPA"). If Trustor receives any such notice after the date hereof, then Trustor will give, within seven (7) business days thereafter, oral and written notice of same to Beneficiary.

(d) Without limitation of Beneficiary's rights under this Deed of Trust, Beneficiary shall have the right, but not the obligation, to enter onto the Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any such Hazardous Materials or Environmental Complaint upon its receipt of any notice from any person or entity, including without limitation, the EPA, asserting the existence of any Hazardous Materials or an Environmental Complaint on or pertaining to the Property which, if true, could result in an order, suit or other action against Trustor affecting any

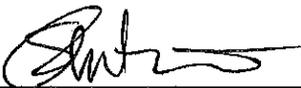
part of the Property by any governmental agency or otherwise which, in the sole opinion of Beneficiary, could jeopardize its security under this Deed of Trust. All reasonable costs and expenses incurred by Beneficiary in the exercise of any such rights shall be secured by this Deed of Trust and shall be payable by Trustor upon demand together with interest thereon at a rate equal to the highest rate payable by law.

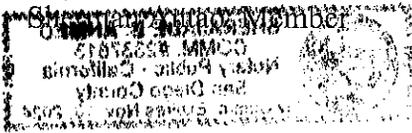
(e) The foregoing representation, covenants, indemnities, and warranties shall be continuing and shall be true and correct for the period from the date hereof to the release of this Deed of Trust (whether by satisfaction of the obligations secured hereby or foreclosure or action in lieu thereof), and these representations, covenants, indemnities and warranties shall survive such release.

21. Authority to Sign. All individuals signing this Deed of Trust for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the Beneficiary that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

**TRUSTOR:**

Torreyana Associates LLC, a California limited liability company

By:  02/15/2022



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

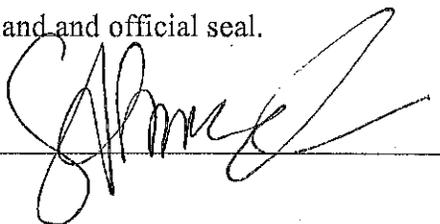
State of California )  
 )  
County of San Diego )

On FEB. 15, 2022, before me, SHERAJADE AHMED, notary public, personally appeared SHERMAN SEBASTIAN ANTAO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

**Exhibit "A"**

**Legal Description**

That certain real property located in the City of National City, County of San Diego, State of California more particularly described as follows:

THE WESTERLY 60 FEET OF THE EASTERLY 160 FEET OF THE NORTH 145 FEET OF THE EAST HALF OF THE EAST HALF OF 10 ACRE LOT 8, QUARTER SECTION 152 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166, FILED IN THE COUNTY RECORDER'S OFFICE OF SAID SAN DIEGO COUNTY, MAY 11, 1869.

ASSESSORS PARCEL NUMBER: 562-252-05-00

**No Fees per Government Code 6103**

**Recording Requested By:**

**When Recorded Mail To:**

National City Housing Authority  
Attention: Executive Director  
1243 National City Boulevard  
National City, CA 91950

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**SUBORDINATION AGREEMENT  
(316 East 31<sup>st</sup> Street)**

**THIS SUBORDINATION AGREEMENT** (“Subordination Agreement”) is dated as of the \_\_\_ day of \_\_\_\_\_, 2022, by the City of National City (“City”), Torreyana Associates LLC, a California limited liability company (“Borrower”) and Darshan Jetly, an individual (“Lender”).

**RECITALS**

A. Borrower is the owner of certain real property generally located at 316 East 31<sup>st</sup> Street, in the City of National City, County of San Diego, California (“Property”), as more particularly described in that certain Deed of Trust dated as of September 10, 2020, and recorded in the Office of the Recorder of the County of San Diego, State of California on September 14, 2020, as Instrument No. 2020-0533854 (“Lender Deed of Trust”).

B. Concurrently with recordation of this Subordination Agreement, Borrower is causing the following to be recorded against the Property in the Office of the Recorder of the County of San Diego, State of California: (i) an Affordable Housing Density Bonus Agreement (316 East 31<sup>st</sup> Street) (“Density Bonus Agreement”) by and between the City and Borrower; and (ii) a Deed of Trust (“City Deed of Trust”) executed by the Borrower in favor of the City.

C. City, Lender, and Borrower all agree and desire to execute this Subordination Agreement to memorialize their understanding and agreement with regard to the respective priorities of each of the above-referenced documents. It is the intention of the parties that the Density Bonus Agreement shall unconditionally be and remain at all times a lien, claim, and charge on the Property prior and superior to the Lender Deed of Trust and that the Lender Deed of Trust shall unconditionally be and remain at all times a lien, claim and charge on the Property prior and superior to the City Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the City, Lender and Borrower hereby agree as follows:

**AGREEMENT**



6. Governing Law. This Subordination Agreement is governed by, and shall be construed in accordance with, the laws of the State of California.

7. Counterparts. This Subordination Agreement may be executed in counterparts, and all counterparts constitute but one and the same document.

8. Signatures. All individuals signing this Subordination Agreement for a party which is a corporation, limited liability company, partnership, or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to one another that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

**IN WITNESS WHEREOF**, the parties have executed this Subordination Agreement as of the date first set forth above and agree to be bound hereby.

**LENDER:**

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Darshan Jetly, an individual

**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

**BORROWER:**

Torreyana Associates LLC, a California limited liability company

By: \_\_\_\_\_  
Sherman Antao, Member

**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

**CITY:**  
City of National City

By: \_\_\_\_\_  
Brad Raulston, City Manager

**APPROVED AS TO FORM:**  
Charles Bell Jr., City Attorney

By: \_\_\_\_\_  
Jennifer K. Gilman  
Deputy City Attorney

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California            )  
  )  
County of San Diego         )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**ACKNOWLEDGMENT**

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State of California            )  
  )  
County of San Diego         )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**ACKNOWLEDGMENT**

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State of California            )  
  )  
County of San Diego         )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**RESOLUTION NO. 2022-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA (1) APPROVING AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT WITH TORREYANA ASSOCIATES, LLC, A CALIFORNIA LIMITED PARTNERSHIP, RESTRICTING THE RENT AND OCCUPANCY OF ONE (1) UNIT TO A LOWER INCOME HOUSEHOLD IN EXCHANGE FOR THREE CONCESSIONS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 65915 – 65918 FOR THE DEVELOPMENT OF 12 HOUSING UNITS LOCATED AT 316 EAST 31st STREET IN NATIONAL CITY; AND (2) APPROVING A SUBORDINATION AND INTERCREDITOR AGREEMENT SUBORDINATING SAID AFFORDABLE HOUSING DENSITY BONUS AGREEMENT**

**WHEREAS**, Torreyana Associates, LLC, a California Limited Partnership (“Developr”) is developing the property located at 316 East 31st Street; and

**WHEREAS**, current zoning allows for the construction of 12 units by right; and

**WHEREAS**, the Developer will restrict the rent and occupancy of one (1) unit to a very low income household (below 50% of area median income) in exchange for three deviations, (1) the parking ratio to 1 parking space per one bedroom, 1.5 parking space per two bedroom, totaling 16 parking spaces, (2) reduce parking from 16 spaces to 12 spaces, (3) a waiver from common open space requirements, mandated by California Government Code Sections 65915 – 65918; and

**WHEREAS**, the Affordable Density Housing Bonus Agreement (“Agreement”) will serve to memorialize the Developer’s obligation to provide the one (1) affordable unit and the restriction of the affordable unit by the recordation of this Agreement assuring affordability for a total of fifty-five (55) years; and

**WHEREAS**, a Performance Deed of Trust will also be recorded to secure the Agreement on the property.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1:** Approves an Affordable Housing Density Bonus Agreement with Torreyana Associates, LLC, a California Limited Partnership, restricting the rent and occupancy of one (1) unit to a lower income household in exchange for three concessions pursuant to California Government Code Sections 65915 – 65918 for the development of 12 housing units located at 316 East 31st Street in National City.

**Section 2:** Approves a Subordination and Intercreditor Agreement subordinating said Affordable Housing Density Bonus Agreement.

**Section 3:** That the City of National City will record a Performance Deed of Trust securing the timely performance of the Affordable Housing Density Bonus Agreement, and after it is recorded in the County of San Diego, a copy of said Deed of Trust will be on file in the Office of the City Clerk.

**Section 4:** The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED and ADOPTED this 3rd day of May 2022.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Luz Molina, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of National City, California, creating one \(1\) new job classification and amending the Management Salary Schedule. \(Human Resources\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** May 3, 2022

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of National City, California, creating one (1) new job classifications and amending the Management Salary Schedule.

**PREPARED BY:** Robert J. Meteau Jr., Human Resources Director      **DEPARTMENT:** Human Resources

**PHONE:**

**APPROVED BY:** 

**EXPLANATION:**

Staff recommends approving the addition of the Community Services Manager classification to the Management Salary Schedule. In February 2023 and 2024, the classification of Community Services Manager will receive a 3% COLA upon an annual performance evaluation rating of satisfactory or above.

The classification was created to address the complex project oversight in the Library & Community Services Department and to support the workforce sustainability of current and future service delivery within recreation, senior citizens, and the nutrition center.

The Community Services Manager position will be filled through an open recruitment.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

The current Fiscal Year 2021/2022 Budget will fund this position. The proposed Fiscal Year 2022/2023 Budget will include appropriations to fund this position going forward.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, is not subject to environmental review.

**ORDINANCE:** INTRODUCTION:       FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Staff recommends approving the addition of the Community Services Manager classification to the Management Salary Schedule.

**BOARD / COMMISSION RECOMMENDATION:**

On April 13, 2022, the Civil Service Commission approved the additional classification (4-0).

**ATTACHMENTS:**

- A. Proposed Job Classifications
- B. Amended Management Salary Schedule

<b>COMMUNITY SERVICES MANAGER (Unrepresented – Management Group)</b>	<b>CITY OF NATIONAL CITY</b>
<b>CLASS SPECIFICATION</b>	<b>Approved: April 13, 2022</b>

**DEFINITION**

To plan, direct, coordinate and manage the activities of the Community Services sections within the Library & Community Services Department through subordinate supervisors, which includes the Recreation and Recreation Specialized Services, Senior Services, Senior Nutrition Program, and Public Art and Cultural Asset projects; performs complex professional work in all phases of recreation and senior programs and services; and performs related work as required.

**EXAMPLES OF TYPICAL DUTIES**

The following duties and responsibilities are representative of those typically performed by positions assigned to this classification. Any single position may not perform all of these duties and/or may perform similar related tasks not listed here.

- Plans, implements, and oversees a variety of recreational programs and specialized recreation programs, facilities, special events, services, staffing, and operational activities; analyzes special and ongoing programs and projects and determines priorities and scheduling; and estimates personnel, resources, and time required for programs, classes and events.
- Prepares and monitors the budget for various programs and funds that support the operation of Library & Community Services activities; forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; recommends adjustments as necessary; develops the annual application of grants; reconciles program expenditures, budgets, and grants records compliance and reporting; and works with federal, state and local representatives to ensure compliance with funding guidelines.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of Community Services; researches emerging products and enhancements and their applicability to City needs.
- Provides interdepartmental support on projects including capital improvement projects and facility management for new or existing facilities.
- Participates in the development and implementation of goals, objectives, policies, and priorities for the entire department and/or division; recommends and implements resulting policies and procedures. Assists in program and policy formulation and ensures compliance with regulations and policies.
- Conducts and attends staff meetings; leads work teams; selects, supervises, trains, motivates, and evaluates assigned staff and volunteers; provides or coordinates staff training.
- Prepares staff reports and makes presentations to the City Council on various departmental programs, events and activities. Serves as staff on a variety of boards, commissions, and committees; prepares and presents staff reports and other necessary correspondence; gathers data and information as necessary.

- Promotes interest and participation in activities by means of public relations, press releases, and other media development; conducts outreach in the community through speaking engagements, participating in community collaborative meetings, attending and conducting community and City events; maintains information on assigned web pages; and produces pamphlets, guides, and information items related to assigned programs.
- Responds to inquiries, complaints, or requests for information and services from various public and private agencies in the resolution of issues regarding recreational and senior services and programs; resolves difficult and sensitive issues and assists in determining alternative resolutions.
- Provides highly complex staff assistance to the Director of Library and Community Services; conducts a variety of studies; develops and recommends modifications to programs, policies, and procedures as appropriate.
- Performs other related duties as required or assigned.

### **MINIMUM QUALIFICATIONS**

**Training and Experience:** Bachelor's degree from an accredited college or university in Recreation Administration, Park Administration, Leisure Studies; Public Administration, or another closely related field; and five (5) years of progressively responsible professional experience in recreation services and programs, community services and programs, senior services and programs, and/or related experience, of which must include two (2) years of supervising experience.

**Knowledge and Skills in:** The principle and practices of community services administration; community recreation programs and organizations; management and evaluation of community services activities; project management; performance based management; methods involved in organizing, conducting and supervising community service programs and services; knowledgeable in the characteristics involved in programming activities and working with all citizens in the community (senior citizens, diverse population); facilities and equipment needed in programs and services; knowledgeable of regulatory laws applicable to community programs and services (Americans with Disability, safety and health regulations, etc.) and hazard and safety precautions; principle of administration and budgeting and federal and state grant program rules and regulations; grant writing and alternative funding; fiscal procedures; principle of supervision, training, and performance evaluation.

**Ability to:** Develop and administer community programs and services for the needs of the community, understand community needs in a variety of areas, including recreation services, senior citizens and nutrition services by analyzing problems, identifying alternative solutions and developing recommendations; correctly interpret and apply general administrative and department policies and procedures; establish and maintain effective working relationships with participants, employees, community organizations, general public and elected officials; create mutually beneficial partnerships in the community; speak and write in a clear and concise manner; prepare clear and concise records, reports, correspondence and other written materials; maintain a variety of records; exercise professional and sound judgement in problem-solving and evaluation; operate modern office equipment.

City of National City  
Human Resources Department  
MANAGEMENT POSITIONS  
February 8, 2022

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Asst Director of PW/Engineering	\$ 9,029.30 – \$ 12,634.81	\$ 108,351.58 – \$ 151,617.78
Battalion Chief <sup>2</sup>	\$ 8,379.44 – \$ 11,427.18	\$ 100,553.30 – \$ 137,126.15
Budget Manager	\$ 6,084.69 – \$ 10,109.50	\$ 73,016.28 – \$ 121,313.96
Building Official	\$ 7,563.42 – \$ 11,247.35	\$ 90,761.01 – \$ 134,968.19
Community Development Manager	\$ 7,654.06 – \$ 10,553.29	\$ 91,848.74 – \$ 126,639.46
Community Development Specialist III	\$ 6,180.60 – \$ 9,289.76	\$ 74,167.23 – \$ 111,477.18
Community Services Manager	\$ 6,146.24 – \$ 9,535.07	\$ 73,754.87 – \$ 114,420.80
Deputy City Attorney	\$ 7,432.18 – \$ 10,900.54	\$ 89,186.18 – \$ 130,806.43
Deputy City Clerk	\$ 5,825.34 – \$ 8,083.68	\$ 69,904.08 – \$ 97,004.12
Deputy Director of Human Resources	\$ 7,705.07 – \$ 10,623.62	\$ 92,460.89 – \$ 127,483.48
Equipment Maint Supervisor	\$ 5,822.46 – \$ 8,807.62	\$ 69,869.47 – \$ 105,691.47
Facilities Maint Supervisor	\$ 4,495.31 – \$ 7,486.54	\$ 53,943.74 – \$ 89,838.54
Financial Services Officer	\$ 7,868.80 – \$ 10,632.07	\$ 94,425.57 – \$ 127,584.85
Housing Programs Manager	\$ 7,034.48 – \$ 9,844.24	\$ 84,413.76 – \$ 118,130.93
Human Resources Manager	\$ 7,705.07 – \$ 10,623.62	\$ 92,460.89 – \$ 127,483.48
Information Technology Manager	\$ 8,403.18 – \$ 10,915.79	\$ 100,838.13 – \$ 130,989.45
Management Analyst I	\$ 4,215.43 – \$ 6,414.54	\$ 50,585.11 – \$ 76,974.54
Management Analyst II	\$ 4,791.05 – \$ 7,289.93	\$ 57,492.54 – \$ 87,479.12
Management Analyst III	\$ 5,361.93 – \$ 8,165.30	\$ 64,343.16 – \$ 97,983.58
Neighborhood Council Coordinator	\$ 5,308.33 – \$ 8,083.68	\$ 63,699.98 – \$ 97,004.12
Neighborhood Services Manager	\$ 4,423.40 – \$ 9,008.57	\$ 53,080.80 – \$ 108,102.88
Nutrition Program Manager	\$ 4,856.78 – \$ 8,783.56	\$ 58,281.33 – \$ 105,402.77
Park Superintendent	\$ 6,275.79 – \$ 8,940.04	\$ 75,309.43 – \$ 107,280.46

City of National City  
Human Resources Department  
MANAGEMENT POSITIONS  
February 8, 2022

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
PIO/Mgmt Analyst III	\$ 5,477.37 – \$ 8,341.10	\$ 65,728.48 – \$ 100,093.19
Planning Manager	\$ 8,033.16 – \$ 10,554.45	\$ 96,397.92 – \$ 126,653.40
Police Captain <sup>1</sup>	\$ 11,249.69 – \$ 14,510.98	\$ 134,996.29 – \$ 174,131.77
Police Support Services Manager	\$ 7,739.96 – \$ 8,564.77	\$ 92,879.50 – \$ 102,777.28
Principal Civil Engineer	\$ 9,002.21 – \$ 11,206.25	\$ 108,026.47 – \$ 134,474.96
Principal Librarian	\$ 6,938.63 – \$ 8,885.48	\$ 83,263.54 – \$ 106,625.78
Principal Planner	\$ 7,302.87 – \$ 9,594.95	\$ 87,634.45 – \$ 115,139.34
Project Officer	\$ 5,979.68 – \$ 9,164.31	\$ 71,756.15 – \$ 109,971.74
Purchasing Agent	\$ 5,533.05 – \$ 9,620.09	\$ 66,396.56 – \$ 115,441.04
Recreation Superintendent	\$ 6,125.72 – \$ 8,783.56	\$ 73,508.69 – \$ 105,402.77
Risk Manager	\$ 5,700.06 – \$ 10,484.24	\$ 68,400.75 – \$ 125,810.90
Senior Accountant	\$ 6,323.20 – \$ 7,868.80	\$ 75,878.36 – \$ 94,425.57
Special Assistant to the Mayor	\$ 4,560.72 – \$ 7,217.06	\$ 54,728.69 – \$ 86,604.67
Street Maintenance Supervisor	\$ 5,288.66 – \$ 7,486.54	\$ 63,463.90 – \$ 89,838.54
Street & Wastewater Maint Superintendent	\$ 6,184.78 – \$ 9,124.27	\$ 74,217.36 – \$ 109,491.28
Traffic Engineer	\$ 8,530.00 – \$ 11,045.77	\$ 102,359.96 – \$ 132,549.29
Wastewater Supervisor	\$ 5,650.77 – \$ 7,562.86	\$ 67,809.22 – \$ 90,754.37

<sup>1</sup> Police Captain receives a \$750 Uniform Allowance

<sup>2</sup> Battalion Chief receives a \$650 Uniform Allowance

City of National City  
Human Resources Department  
MANAGEMENT POSITIONS  
February 2023

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Asst Director of PW/Engineering	\$ 9,629.75 – \$ 13,475.03	\$ 115,556.96 – \$ 161,700.36
Battalion Chief <sup>2</sup>	\$ 8,909.86 – \$ 12,150.52	\$ 106,918.33 – \$ 145,806.23
Budget Manager	\$ 6,586.07 – \$ 10,942.52	\$ 79,032.82 – \$ 131,310.23
Building Official	\$ 8,071.68 – \$ 12,003.17	\$ 96,860.15 – \$ 144,038.05
Community Development Manager	\$ 8,039.06 – \$ 11,084.12	\$ 96,468.73 – \$ 133,009.43
Community Development Specialist III	\$ 6,453.17 – \$ 9,699.44	\$ 77,438.00 – \$ 116,393.32
Community Services Manager	\$ 6,330.63 – \$ 9,821.12	\$ 75,967.52 – \$ 117,853.42
Deputy City Attorney	\$ 8,074.32 – \$ 11,842.34	\$ 96,891.87 – \$ 142,108.10
Deputy City Clerk	\$ 6,000.10 – \$ 8,326.19	\$ 72,001.20 – \$ 99,914.25
Deputy Director of Human Resources	\$ 8,146.57 – \$ 11,232.36	\$ 97,758.89 – \$ 134,788.29
Equipment Maint Supervisor	\$ 5,997.13 – \$ 9,071.85	\$ 71,965.56 – \$ 108,862.22
Facilities Maint Supervisor	\$ 4,630.17 – \$ 7,711.14	\$ 55,562.05 – \$ 92,533.69
Financial Services Officer	\$ 8,267.75 – \$ 11,321.03	\$ 99,212.94 – \$ 135,852.35
Housing Programs Manager	\$ 7,414.34 – \$ 10,375.83	\$ 88,972.11 – \$ 124,510.00
Human Resources Manager	\$ 8,146.57 – \$ 11,232.36	\$ 97,758.89 – \$ 134,788.29
Information Technology Manager	\$ 8,961.99 – \$ 11,641.69	\$ 107,543.87 – \$ 139,700.25
Management Analyst I	\$ 4,385.73 – \$ 6,673.69	\$ 52,628.75 – \$ 80,084.31
Management Analyst II	\$ 4,984.60 – \$ 7,584.44	\$ 59,815.24 – \$ 91,013.28
Management Analyst III	\$ 5,578.55 – \$ 8,495.18	\$ 66,942.63 – \$ 101,942.12
Neighborhood Council Coordinator	\$ 5,467.58 – \$ 8,326.19	\$ 65,610.98 – \$ 99,914.25
Neighborhood Services Manager	\$ 4,660.05 – \$ 9,490.53	\$ 55,920.62 – \$ 113,886.38
Nutrition Program Manager	\$ 5,070.96 – \$ 9,170.92	\$ 60,851.53 – \$ 110,051.03
Park Superintendent	\$ 6,669.28 – \$ 9,500.58	\$ 80,031.33 – \$ 114,006.94

City of National City  
Human Resources Department  
MANAGEMENT POSITIONS  
February 2023

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
PIO/Mgmt Analyst III	\$ 5,821.35 – \$ 8,864.92	\$ 69,856.23 – \$ 106,379.04
Planning Manager	\$ 8,274.15 – \$ 10,871.08	\$ 99,289.86 – \$ 130,453.00
Police Captain <sup>1</sup>	\$ 11,897.67 – \$ 15,346.81	\$ 142,772.08 – \$ 184,161.76
Police Support Services Manager	\$ 8,446.62 – \$ 9,346.74	\$ 101,359.39 – \$ 112,160.85
Principal Civil Engineer	\$ 9,572.05 – \$ 11,915.60	\$ 114,864.55 – \$ 142,987.22
Principal Librarian	\$ 7,164.83 – \$ 9,175.15	\$ 85,977.93 – \$ 110,101.78
Principal Planner	\$ 7,875.42 – \$ 10,347.19	\$ 94,504.99 – \$ 124,166.27
Project Officer	\$ 6,159.07 – \$ 9,439.24	\$ 73,908.84 – \$ 113,270.89
Purchasing Agent	\$ 5,699.04 – \$ 9,908.69	\$ 68,388.46 – \$ 118,904.27
Recreation Superintendent	\$ 6,395.87 – \$ 9,170.92	\$ 76,750.42 – \$ 110,051.03
Risk Manager	\$ 5,987.35 – \$ 11,012.65	\$ 71,848.15 – \$ 132,151.77
Senior Accountant	\$ 6,643.78 – \$ 8,267.75	\$ 79,725.39 – \$ 99,212.94
Special Assistant to the Mayor	\$ 4,697.55 – \$ 7,433.57	\$ 56,370.55 – \$ 89,202.81
Street Maintenance Supervisor	\$ 5,447.32 – \$ 7,711.14	\$ 65,367.82 – \$ 92,533.69
Street & Wastewater Maint Superintendent	\$ 6,708.01 – \$ 9,896.19	\$ 80,496.14 – \$ 118,754.24
Traffic Engineer	\$ 9,205.57 – \$ 11,920.60	\$ 110,466.87 – \$ 143,047.19
Wastewater Supervisor	\$ 5,879.62 – \$ 7,869.16	\$ 70,555.49 – \$ 94,429.92

<sup>1</sup> Police Captain receives a \$750 Uniform Allowance

<sup>2</sup> Battalion Chief receives a \$650 Uniform Allowance

City of National City  
Human Resources Department  
MANAGEMENT POSITIONS  
February 2024

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Asst Director of PW/Engineering	\$ 10,270.12 – \$ 14,371.12	\$ 123,241.50 – \$ 172,453.43
Battalion Chief <sup>2</sup>	\$ 9,473.85 – \$ 12,919.65	\$ 113,686.26 – \$ 155,035.76
Budget Manager	\$ 7,128.76 – \$ 11,844.18	\$ 85,545.13 – \$ 142,130.20
Building Official	\$ 8,614.10 – \$ 12,809.78	\$ 103,369.15 – \$ 153,717.41
Community Development Manager	\$ 8,443.43 – \$ 11,641.65	\$ 101,321.10 – \$ 139,699.80
Community Development Specialist III	\$ 6,737.75 – \$ 10,127.19	\$ 80,853.02 – \$ 121,526.27
Community Services Manager	\$ 6,520.55 – \$ 10,115.75	\$ 78,246.54 – \$ 121,389.03
Deputy City Attorney	\$ 8,771.94 – \$ 12,865.52	\$ 105,263.33 – \$ 154,386.24
Deputy City Clerk	\$ 6,180.10 – \$ 8,575.97	\$ 74,161.24 – \$ 102,911.67
Deputy Director of Human Resources	\$ 8,613.37 – \$ 11,875.97	\$ 103,360.48 – \$ 142,511.65
Equipment Maint Supervisor	\$ 6,177.04 – \$ 9,344.01	\$ 74,124.52 – \$ 112,128.08
Facilities Maint Supervisor	\$ 4,769.08 – \$ 7,942.48	\$ 57,228.91 – \$ 95,309.70
Financial Services Officer	\$ 8,686.92 – \$ 12,054.63	\$ 104,243.04 – \$ 144,655.58
Housing Programs Manager	\$ 7,814.72 – \$ 10,936.13	\$ 93,776.60 – \$ 131,233.54
Human Resources Manager	\$ 8,613.37 – \$ 11,875.97	\$ 103,360.48 – \$ 142,511.65
Information Technology Manager	\$ 9,557.96 – \$ 12,415.86	\$ 114,695.53 – \$ 148,990.31
Management Analyst I	\$ 4,562.91 – \$ 6,943.31	\$ 54,754.95 – \$ 83,319.71
Management Analyst II	\$ 5,185.98 – \$ 7,890.85	\$ 62,231.78 – \$ 94,690.21
Management Analyst III	\$ 5,803.93 – \$ 8,838.38	\$ 69,647.11 – \$ 106,060.58
Neighborhood Council Coordinator	\$ 5,631.61 – \$ 8,575.97	\$ 67,579.31 – \$ 102,911.67
Neighborhood Services Manager	\$ 4,909.36 – \$ 9,998.28	\$ 58,912.38 – \$ 119,979.31
Nutrition Program Manager	\$ 5,294.59 – \$ 9,575.36	\$ 63,535.09 – \$ 114,904.28
Park Superintendent	\$ 7,087.44 – \$ 10,096.26	\$ 85,049.29 – \$ 121,155.18

City of National City  
Human Resources Department  
MANAGEMENT POSITIONS  
February 2024

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
PIO/Mgmt Analyst III	\$ 6,186.93 – \$ 9,421.64	\$ 74,243.20 – \$ 113,059.64
Planning Manager	\$ 8,522.38 – \$ 11,197.22	\$ 102,268.55 – \$ 134,366.59
Police Captain <sup>1</sup>	\$ 12,582.98 – \$ 16,230.79	\$ 150,995.75 – \$ 194,769.47
Police Support Services Manager	\$ 9,217.79 – \$ 10,200.09	\$ 110,613.51 – \$ 122,401.13
Principal Civil Engineer	\$ 10,177.96 – \$ 12,669.86	\$ 122,135.48 – \$ 152,038.31
Principal Librarian	\$ 7,398.40 – \$ 9,474.26	\$ 88,780.81 – \$ 113,691.10
Principal Planner	\$ 8,492.85 – \$ 11,158.41	\$ 101,914.18 – \$ 133,900.90
Project Officer	\$ 6,343.84 – \$ 9,722.42	\$ 76,126.10 – \$ 116,669.02
Purchasing Agent	\$ 5,870.01 – \$ 10,205.95	\$ 70,440.11 – \$ 122,471.40
Recreation Superintendent	\$ 6,677.93 – \$ 9,575.36	\$ 80,135.12 – \$ 114,904.28
Risk Manager	\$ 6,289.11 – \$ 11,567.69	\$ 75,469.30 – \$ 138,812.22
Senior Accountant	\$ 6,980.62 – \$ 8,686.92	\$ 83,767.47 – \$ 104,243.04
Special Assistant to the Mayor	\$ 4,838.47 – \$ 7,656.57	\$ 58,061.67 – \$ 91,878.89
Street Maintenance Supervisor	\$ 5,610.74 – \$ 7,942.48	\$ 67,328.85 – \$ 95,309.70
Street & Wastewater Maint Superintendent	\$ 7,275.51 – \$ 10,733.40	\$ 87,306.12 – \$ 128,800.85
Traffic Engineer	\$ 9,934.65 – \$ 12,864.71	\$ 119,215.85 – \$ 154,376.53
Wastewater Supervisor	\$ 6,117.75 – \$ 8,187.86	\$ 73,412.99 – \$ 98,254.33

<sup>1</sup> Police Captain receives a \$750 Uniform Allowance

<sup>2</sup> Battalion Chief receives a \$650 Uniform Allowance

**RESOLUTION NO. 2022 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA CREATING ONE (1) NEW JOB CLASSIFICATION AND AMENDING THE MANAGEMENT SALARY SCHEDULE**

**WHEREAS**, City staff recommends approving the addition of the Community Services Manager classification to the Management Salary Schedule; and

**WHEREAS**, the classification was created to address the complex project oversight in the Library & Community Services Department and to support the workforce sustainability of current and future service delivery within recreation, senior citizens, and the nutrition center; and

**WHEREAS**, in February 2023 and 2024, the classification of Community Services Manager will receive a 3% Cost-of-Living Adjustment (“COLA”) upon an annual performance evaluation rating of satisfactory or above; and

**WHEREAS**, City staff recommends City Council approval in creating one (1) new job classification and amending the Management Salary Schedule.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1:** Approves the addition of the Community Services Manager classification to the Management Salary Schedule.

**Section 2:** The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED and ADOPTED this 3rd day of May, 2022.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Luz Molina, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, 1\) awarding a contract to Tri Group Construction and Development, Inc. in the not-to-exceed amount of \\$638,963 for the Paradise Creek Educational Park Extension Project, CIP No. 19-33; 2\) authorizing a 15% contingency in the amount of \\$95,844.45 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

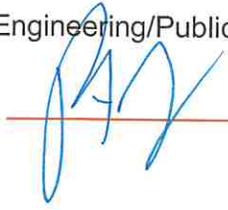
**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** May 3, 2022

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) awarding a contract to Tri Group Construction and Development, Inc. in the not-to-exceed amount of \$638,963 for the Paradise Creek Educational Park Extension Project, CIP No. 19-33; 2) authorizing a 15% contingency in the amount of \$95,844.45 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil *C.H.* **DEPARTMENT:** Engineering/Public Works  
**PHONE:** 619-336-4388 **APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

Contract Award - \$638,963.00  
Expenditure Account No. 296-409-500-598-6194 (Paradise Creek Educational Park Extension) - \$564,672.00  
Expenditure Account No. 307-409-500-598-6166 (Safe Routes to School) - \$74,291.00  
  
15% Contingency – \$95,844.45  
Expenditure Account No. 307-409-500-598-6166 (Safe Routes to School) - \$95,844.45

**APPROVED:**  Finance  
**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

A CEQA Notice of Exemption was executed and filed with the County Recorder's Office on April 15, 2019.

**ORDINANCE:** **INTRODUCTION:**  **FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Adopt Resolution awarding a contract to Tri Group Construction and Development, Inc. in the not-to-exceed amount of \$638,963 for the Paradise Creek Educational Park Extension Project, CIP No. 19-33.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation w/Exhibit
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Owner-Contract Agreement
5. Resolution

## **EXPLANATION**

The Paradise Creek Educational Park Extension project involves the expansion of Paradise Creek Educational Park located behind Kimball Elementary School with access from Hoover Avenue and W. 19<sup>th</sup> Street. Improvements include removal of existing asphalt pavement and concrete sidewalk at the northern entrance to the park on Hoover Avenue and replacement with decomposed granite and permeable pavers for storm water infiltration; installation of new trees, native vegetation and additional storm water treatment / infiltration features; construction of a community gathering area; traffic calming and pedestrian enhancements such as pedestrian curb ramps for Americans with Disabilities Act (ADA) compliance, curb extensions, a high-visibility crosswalk, and pedestrian actuated flashing crosswalk signs at the intersection of W. 18<sup>th</sup> Street and Hoover Avenue; and new bicycle facilities.

On May 1, 2018, City Council adopted Resolution No. 2018-66 authorizing the filing of an application for Urban Greening Grant Program funds through the California Department of Natural Resources for National City's Paradise Creek Educational Park Extension project and authorizing the City Manager to execute the grant agreement with California Department of Natural Resources.

In October 2018, staff was notified that National City had been awarded a \$644,672 Urban Greening Grant for the project. The City Manager subsequently executed Grant Agreement U29148-0 in April 2019. The grant includes funds in the amount of \$564,672 for construction cost and \$80,000 for construction management services.

On May 7, 2019, City Council adopted Resolution No. 2019-66 authorizing 1) the establishment of an appropriation in the amount of \$644,672 and a corresponding revenue budget for the Paradise Creek Educational Park Extension Project.

On March 17, 2022, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On March 22, 2022 and March 24, 2022, the bid solicitation was advertised in local newspapers.

On April 7, 2022, seven (7) bids were received by the 2:00 p.m. deadline. Tri Group Construction and Development, Inc. was the apparent lowest bidder with a total bid amount of \$638,963. Upon review of all documents submitted, Tri Group Construction and Development, Inc.' bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to Tri Group Construction and Development, Inc. in the amount not to exceed \$638,963.00 and authorizing a 15% contingency in the amount of \$95,844.45 to address any unforeseen conditions that may arise.

Attached are the bid opening summary sheet and a line item summary of the three lowest bidders for reference. Also attached is the Owner-Contractor Agreement.

Construction is estimated to be completed by fall 2022. Typically construction will begin four to six weeks after City Council approves award of contract to allow for coordination efforts, as well as contractor mobilization. Updates will be provided on the City's CIP dashboard at: <https://www.nationalcityca.gov/government/engineering-public-works>.

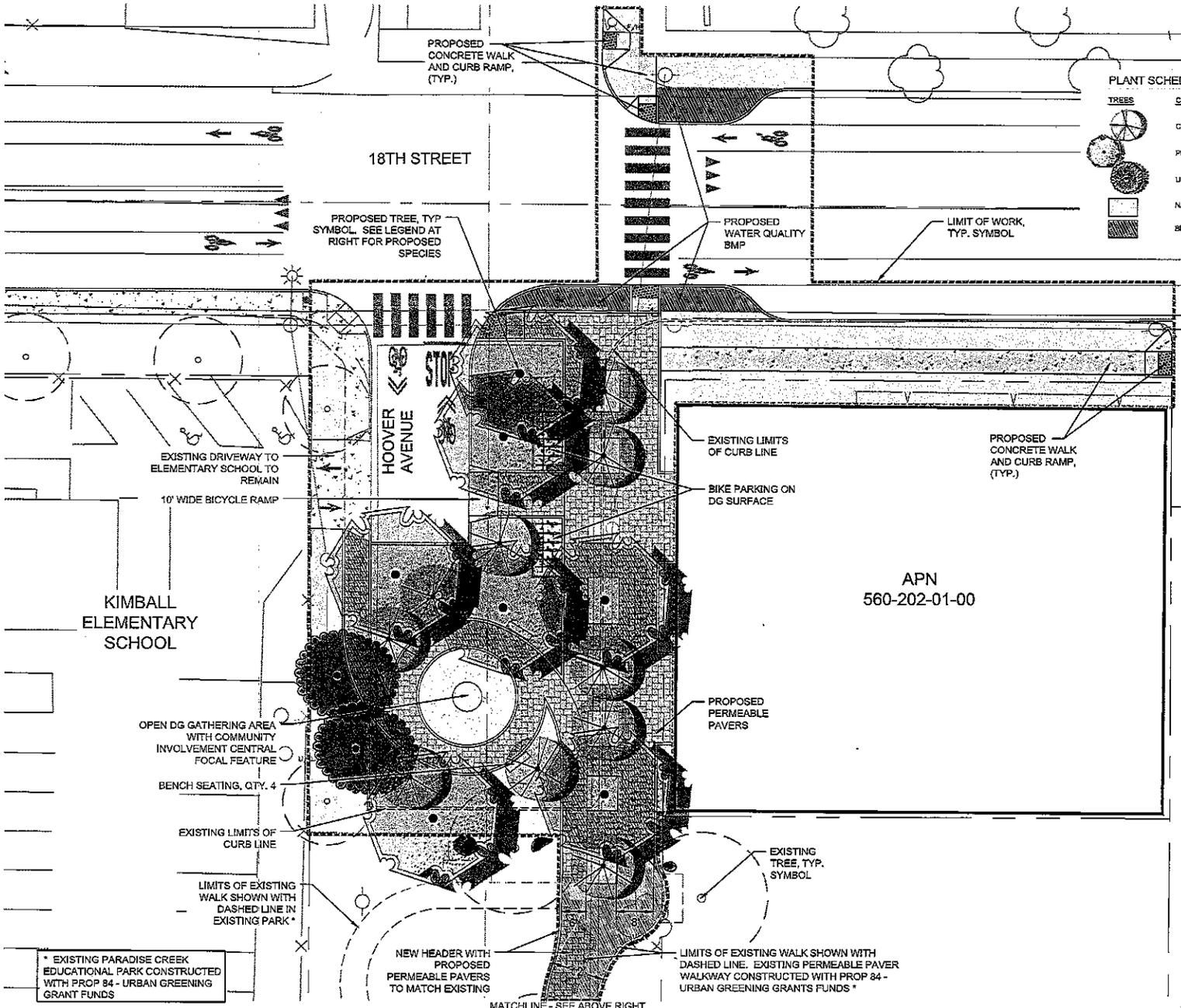
# Project Map



## Paradise Creek Educational Park Extension

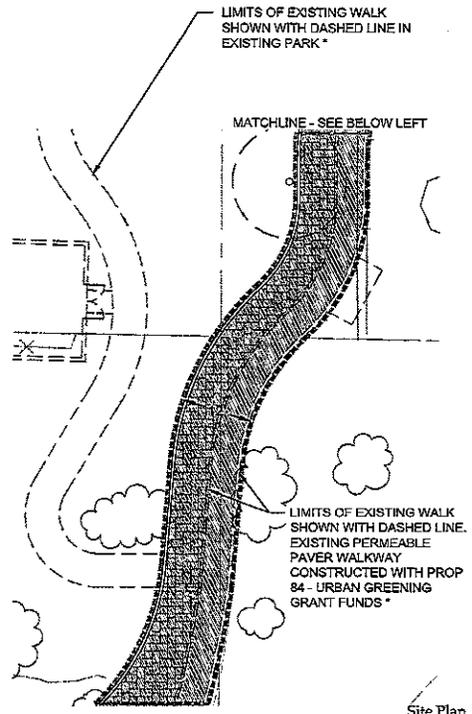


April 2018



**PLANT SCHEDULE HOOVER**

TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	CER EAS	GERGIS CANADENSIS	EASTERN REDBUD MULTI-TRUNK	15 GAL	10
	PLA 5YC	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE MULTI-TRUNK	15 GAL	7
	UMB CAL	UMBELLULARIA CALIFORNICA	CALIFORNIA LAUREL	15 GAL	2
	NATIVE SHRUB AND GRASS PLANTINGS				
	BIOFILTRATION - NATIVE GRASS PLANTINGS				



\* EXISTING PARADISE CREEK EDUCATIONAL PARK CONSTRUCTED WITH PROP 84 - URBAN GREENING GRANTS FUNDS

Site Plan  
Paradise Creek Educational Park Extension  
18th Street & Hoover Avenue  
4/15/2014





## BID OPENING SUMMARY

**NAME:** PARADISE CREEK EDUCATIONAL PARK EXTENSION PROJECT  
**CIP NO:** 19-33  
**DATE:** Thursday, April 7, 2022  
**TIME:** 2:00 P.M.  
**ESTIMATE:** \$500,000.00  
**PROJECT ENGINEER:** Roberto Yano, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	ADDENDA	BID SECURITY - BOND
1.	Tri Group Construction 9580 Black Mountain Rd. Ste. L San Diego, California 92126	\$638,963.00	N/A	Bond
2.	ACS Construction 1666 ½ MaCadden Pl Los Angeles, California 90028	\$680,542.50	N/A	Bond
3.	Blue Pacific Engineering & Construction 3545 Camino Del Rio S. Ste. A San Diego, California 92108	\$697,715.00	N/A	Bond
4.	Fordyce Construction, Inc. 9932 Prospect Ave #138 Santee, California 92071	\$776,643.00	N/A	Bond
5.	Western Rim Constructors, Inc. 621 S. Andreasen Dr. Ste. B Escondido, California 92029	\$779,077.50	N/A	Bond
6.	LB Construction Inc. 324 E. Valley Pkwy Escondido, California 92025	\$792,605.00	N/A	Bond
7	De La Fuente Construction, Inc. 121 E. 31 <sup>st</sup> St, Ste. C National City, California 91950	\$843,383.82	N/A	Bond

**Bid Results for Paradise Creek Educational Park Extension Project (CIP No. 19-33)**

Item No.	Description	Unit	Qty.	Tri Group Construction		ACS Construction		Blue Pacific Engineering & Construction	
<b>Base Bid - Paradise Creek Educational Park Extension</b>									
1	Mobilization/Demobilization	Sum	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00
2	Surveying and Construction Staking	Sum	1	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
3	Signing and Striping	Sum	1	\$10,000.00	\$10,000.00	\$8,715.00	\$8,715.00	\$7,000.00	\$7,000.00
4	Traffic Control and Pedestrian Control	Sum	1	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	\$35,000.00	\$35,000.00
5	Clearing and Grubbing	Sum	1	\$60,000.00	\$60,000.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00
6	Water Pollution Control	Sum	1	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00
7	Construct 4" PCC Sidewalk per SDRSD G-7, G-10 and G-11	SF	2,050	\$17.00	\$34,850.00	\$16.00	\$32,800.00	\$12.00	\$24,600.00
8	Construct Curb Ramps (All Types) per SDRSD G-27 through G32B (All Types), Modified per Plans	Each	3	\$4,000.00	\$12,000.00	\$6,000.00	\$18,000.00	\$5,000.00	\$15,000.00
9	Construct Pedestrian Access with Landscape Buffer per Detail D on Sheet 3	Each	1	\$4,000.00	\$4,000.00	\$12,000.00	\$12,000.00	\$18,000.00	\$18,000.00
10	Furnish and Install Truncated Domes per modified SDRSD G-30 detail C on Sheet 2	SF	120	\$6.00	\$720.00	\$60.00	\$7,200.00	\$100.00	\$12,000.00
11	Construct Asymmetric U-Channel Trench Drain with Grate per Detail E on Sheet 03	LF	30	\$300.00	\$9,000.00	\$300.00	\$9,000.00	\$500.00	\$15,000.00
12	Construct 0" Curb per SDRSD G-1, Modified	LF	190	\$48.00	\$9,120.00	\$16.00	\$3,040.00	\$60.00	\$11,400.00
13	Construct 6" Curb and Gutter per SDRSD G-2	LF	210	\$49.00	\$10,290.00	\$32.00	\$6,720.00	\$60.00	\$12,600.00
14	Furnish and Install Two (2) Bollards and Chain per detail F on Sheet 3	Sum	1	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
15	Construct Concrete Driveway (Alley Type) per SDRSD G-14E, Modified per Plan	SF	710	\$17.00	\$12,070.00	\$26.00	\$18,460.00	\$15.00	\$10,650.00
16	Construct Commercial 7.5" PCC Pavement Over Prepared Subgrade per Specifications	SF	340	\$18.00	\$6,120.00	\$32.00	\$10,880.00	\$15.00	\$5,100.00
17	Construct Class II AB Maintenance Vehicle Parking Area	TON	30	\$80.00	\$2,400.00	\$360.00	\$10,800.00	\$120.00	\$3,600.00
18	Construct Asphalt Concrete Pavement	TON	90	\$360.00	\$32,400.00	\$359.00	\$32,310.00	\$300.00	\$27,000.00
19	Construct Class II Aggregate Base	TON	210	\$78.00	\$16,380.00	\$149.00	\$31,290.00	\$120.00	\$25,200.00
20	Furnish and Install Mirafi RS380i Woven Geosynthetic, or approved equal	SY	290	\$9.00	\$2,610.00	\$15.00	\$4,350.00	\$10.00	\$2,900.00
21	Relocate Existing Water Meter	Each	1	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
22	Furnish and Install Park Identification sign per detail F sheet 15	Each	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00
23	Unclassified Excavation	Sum	1	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
24	Removal, Disposal and Replacement of Unsuitable Material	CY	50	\$200.00	\$10,000.00	\$150.00	\$7,500.00	\$200.00	\$10,000.00
25	Furnish and Install Pedestrian Permeable Interlocking Concrete Pavers	SF	960	\$22.00	\$21,120.00	\$38.00	\$36,480.00	\$30.00	\$28,800.00
26	Furnish and Install Vehicular Permeable Interlocking Concrete Pavers	SF	1,410	\$23.00	\$32,430.00	\$45.00	\$63,450.00	\$32.00	\$45,120.00
27	Construct Concrete Header Curb, 6"x12"	LF	490	\$34.00	\$16,660.00	\$22.00	\$10,780.00	\$50.00	\$24,500.00
28	Bike Rack - by "ARTS" Center	Each	3	\$4,000.00	\$12,000.00	\$6,000.00	\$18,000.00	\$2,500.00	\$7,500.00
29	Site Irrigation	SF	6,650	\$7.60	\$50,540.00	\$8.15	\$54,197.50	\$8.50	\$56,525.00
30	Soil Preparation	SF	6,650	\$1.40	\$9,310.00	\$1.30	\$8,645.00	\$1.00	\$6,650.00
31	Organic Mulch, 3" Depth	SF	1,610	\$1.50	\$2,415.00	\$1.50	\$2,415.00	\$1.50	\$2,415.00
32	D.G. Mulch, 3" Depth	SF	5,100	\$1.50	\$7,650.00	\$2.00	\$10,200.00	\$4.00	\$20,400.00
33	15 Gallon Trees	Each	17	\$100.00	\$1,700.00	\$90.00	\$1,530.00	\$350.00	\$5,950.00
34	1 Gallon Shrubs	Each	499	\$12.00	\$5,988.00	\$10.00	\$4,990.00	\$20.00	\$9,980.00
35	5 Gallon Shrubs	Each	100	\$33.00	\$3,300.00	\$35.00	\$3,500.00	\$50.00	\$5,000.00
36	90 Day Maintenance	SF	6,650	\$0.60	\$3,990.00	\$0.60	\$3,990.00	\$0.50	\$3,325.00
37	Furnish and Install Solar Powered Light Assembly per Plans (Complete in Place)	Each	3	\$20,000.00	\$60,000.00	\$20,000.00	\$60,000.00	\$25,000.00	\$75,000.00
38	Furnish and Install Solar Powered LED Flashing System and Foundations per Plans (Complete in Place)	Each	1	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$15,000.00	\$15,000.00
39	Furnish and Install interpretive signs	Each	3	\$5,000.00	\$15,000.00	\$4,000.00	\$12,000.00	\$2,000.00	\$6,000.00
<b>Subtotal</b>					<b>\$604,063.00</b>		<b>\$630,242.50</b>		<b>\$650,715.00</b>
<b>Additive Bid - Paradise Creek Educational Park Extension</b>									
40	Remove/stockpile existing decomposed granite paving and edging	SF	1000	\$1.00	\$1,000.00	\$6.00	\$6,000.00	\$3.00	\$3,000.00
41	Construct Concrete Header Curb, 6"x12"	LF	350	\$34.00	\$11,900.00	\$18.00	\$6,300.00	\$40.00	\$14,000.00
42	Furnish and Install Pedestrian Permeable Interlocking Concrete Pavers	SF	1000	\$22.00	\$22,000.00	\$38.00	\$38,000.00	\$30.00	\$30,000.00
<b>Subtotal</b>					<b>\$34,900.00</b>		<b>\$50,300.00</b>		<b>\$47,000.00</b>
<b>Total</b>					<b>\$638,963.00</b>		<b>\$680,542.50</b>		<b>\$697,715.00</b>

## OWNER - CONTRACTOR AGREEMENT

### PARADISE CREEK EDUCATIONAL PARK EXTENSION PROJECT, CIP NO. 19-33

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Tri Group Construction and Development, Inc. ("Contractor")**, 9580 Black Mountain Rd. Ste. L, San Diego, CA 92126, on the 3<sup>rd</sup> day of May, 2022, for the construction of the above referenced Project.

In consideration of the mutual covenants and agreements set forth herein, the Owner and Contractor have mutually agreed as follows:

#### 1. CONSTRUCTION

The Contractor agrees to do all the work and furnish all the labor, services, materials and equipment necessary to construct and complete the Project in a turn-key manner in accordance with this Agreement and all documents and plans referenced in Exhibit "A", (hereinafter "Contract Documents"), in compliance with all relevant Federal, State of California, County of San Diego and City of National City codes and regulations, and to the satisfaction of the Owner.

#### 2. CONTRACT PRICE

Owner hereby agrees to pay and the Contractor agrees to accept as full compensation for constructing the project in accordance with these Contract Documents in an amount not to exceed the contract price as set forth in Exhibit "B" attached hereto and incorporated herein by reference. Payments to the Contractor shall be made in the manner described in the Special Provisions.

#### 3. TIME FOR PERFORMANCE

Time is of the essence for this Agreement and the Contractor shall construct the project in every detail to a complete and turn-key fashion to the satisfaction of the Owner within the specified duration set forth in the Special Provisions.

#### 4. NON-DISCRIMINATION

In the performance of this Agreement, the Contractor shall not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person, with respect to such person's compensation, terms, conditions or privileges of employment because of such person's race, religious status, sex or age.

5. AUTHORIZED OWNER REPRESENTATIVES

On behalf of the Owner, the Project Manager designated at the pre-construction meeting shall be the Owner's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement.

6. WORKERS' COMPENSATION INSURANCE

a) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

b) The Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each subcontractor to execute the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

7. ENTIRE AGREEMENT; CONFLICT

The Contract Documents comprise the entire agreement between the Owner and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

Contractor shall maintain all books, documents, papers, employee time sheets, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by Owner and copies thereof shall be furnished to Owner if requested.

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner.

Owner shall have the right to control Contractor insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

Contractor represents and declares to Owner that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Contractor represents and warrants to Owner that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, qualifications or approvals which are legally required for Contractor to practice its profession.

11. GOVERNING LAW, VENUE

This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of California, and the appropriate venue for any action or proceeding arising from this Agreement and/or the Contract Documents shall be had in the Superior Court of San Diego, Central Branch.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

13. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Owner, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Owner seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

I have read and understood all of the provisions of this Section 15, above:

  
(Initial)

  
(Initial)

14. AGREEMENT MODIFICATION

This Agreement and the Contract Documents may not be modified orally or in any manner other than by an amendment in writing and signed by the Owner and the Contractor.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

Owner:

\_\_\_\_\_  
Alejandra Sotelo-Solis  
Mayor, City of National City

APPROVED AS TO FORM:

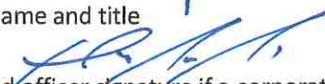
By: \_\_\_\_\_  
Charles E. Bell, Jr.  
City Attorney

Contractor:

Tri Group Construction and  
Development, Inc.

  
\_\_\_\_\_  
(Owner/Officer signature)

GUS ASSI PRESIDENT  
Print name and title

  
(Second officer signature if a corporation)

HANI ASSI, SECRETARY OF  
CORPORATION  
Print name and title

09048646  
Contractor's City Business License No.

792159 "A"  
State Contractor's License No. and Class

9580 BLACK MOUNTAIN RD "L"  
Business street address

SAN DIEGO CA 92126  
City, State and Zip Code

## EXHIBIT A

### CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

Standard Specifications for Public Works Construction and Regional Supplements (Greenbook)

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego and all other agencies that may be adjacent and/or affected by the project.

**EXHIBIT B**

**CONTRACT PRICE**

*(NOTE - TO BE COMPLETED TO CONFORM WITH BID SCHEDULE ITEMS)*

**CORPORATE CERTIFICATE**

I, HANI ASSI certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that GUS ASSI, who signed said contract on behalf of the Contractor, was then PRESIDENT of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, HANI ASSI certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that HANI ASSI, who signed said contract on behalf of the Contractor, was then SECRETARY OF CORP / V.P. of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

  
HANI ASSI

Corporate Seal: \_\_\_\_\_

PARTNERSHIP CERTIFICATE

( N/A )

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

\_\_\_\_\_

\_\_\_\_\_ (Notary Seal)

known to me to be \_\_\_\_\_ of the partners of the partnership that executed the within Instrument, and acknowledged to me that such partnership executed the same.

Signature: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_

(Notary Public in and for said County and State)

My Commission expires: \_\_\_\_\_

**PERFORMANCE BOND**

WHEREAS, the City Council of the City of National City, by Resolution No. 2022-\_\_\_\_\_, on the 3<sup>rd</sup> day of May, 2022, has awarded Tri Group Construction and Development, Inc., hereinafter designated as the "Principal", the PARADISE CREEK EDUCATIONAL PARK EXTENSION PROJECT, CIP NO. 19-33.

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal and NATIONWIDE MUTUAL INSURANCE COMPANY as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of Six Hundred Thirty Eight Thousand Nine Hundred Sixty Three (\$638,963.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, its officers, agents, employees, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such

change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the

Principal and Surety above named, on the 26TH day of APRIL, 2022.

NATIONWIDE  
MUTUAL INSURANCE COMPANY (SEAL)

*Mark D. Iatarola* (SEAL)

MARK D. IATAROLA, ATTORNEY-IN-FACT (SEAL)

TRI-GROUP CONSTRUCTION  
AND DEVELOPMENT, INC. (SEAL)

*Hani Assi* (SEAL)

HANI ASSI, SECRETARY (SEAL)

Surety

Principal

**PERFORMANCE BOND**

**ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the \_\_\_\_\_, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.
--	---

Signature: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_

Notary Public in and for said County and State

My Commission expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of SAN DIEGO }

On 4/26/2022 before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*  
personally appeared MARK D. IATAROLA  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Tracy Lynn Rodriguez  
*Signature of Notary Public*

**OPTIONAL**

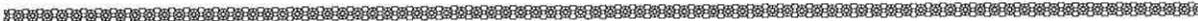
Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: MARK D. IATAROLA Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of SAN DIEGO }

On 4/26/2022 before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*  
personally appeared HANI ASSI  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature *Tracy Lynn Rodriguez*  
*Signature of Notary Public*

Place Notary Seal and/or Stamp Above

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: HANI ASSI Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): SECRETARY  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

HELEN MALONEY; JOHN MALONEY; MARK D IATAROLA; SANDRA FIGUEROA; TRACY L RODRIGUEZ;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this Instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

*[Handwritten signature of Antonio C. Albanese]*

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur  
Notary Public, State of New York  
No. 02MC6270117  
Qualified in New York County  
Commission Expires October 19, 2024

*[Handwritten signature of Stephanie Rubino McArthur]*

Notary Public  
My Commission Expires  
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 26TH day of APRIL, 2022.

*[Handwritten signature of Laura B. Guy]*

Assistant Secretary

**PAYMENT BOND**

WHEREAS, the City Council of the City of National City, by Resolution No. 2022-\_\_\_\_\_, on the 3<sup>rd</sup> day of May, 2022, has awarded Tri Group Construction and Development, Inc., hereinafter designated as the "Principal", the PARADISE CREEK EDUCATIONAL PARK EXTENSION PROJECT, CIP NO. 19-33.

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and NATIONWIDE MUTUAL INSURANCE COMPANY as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of Six Hundred Thirty Eight Thousand Nine Hundred Sixty Three (\$638,963.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor the Surety will pay for the same in an amount not exceeding the sum hereinafter specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, not by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner of Public Entity and original contractor or on the part of any obliges named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 26TH day of APRIL, 2022.

NATIONWIDE  
MUTUAL INSURANCE COMPANY (SEAL)

*Mark D. Iatarola* (SEAL)

MARK D. IATAROLA, ATTORNEY-IN-FACT (SEAL)

TRI-GROUP CONSTRUCTION  
AND DEVELOPMENT, INC. (SEAL)

*Hani Assi* (SEAL)

HANI ASSI, SECRETARY (SEAL)

Surety

Principal

**ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the \_\_\_\_\_, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.
--	---

Signature: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_  
(Notary Public in and for said County and State)

My Commission expires: \_\_\_\_\_

*ATTACH ALL BONDS*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of SAN DIEGO }

On 4/26/2022 before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*  
personally appeared MARK D. IATAROLA  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Tracy Lynn Rodriguez  
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: MARK D. IATAROLA Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of SAN DIEGO }

On 4/26/2022 before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*  
personally appeared HANI ASSI  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature *Tracy Lynn Rodriguez*  
*Signature of Notary Public*

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: HANI ASSI Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): SECRETARY  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: HELEN MALONEY; JOHN MALONEY; MARK D IATAROLA; SANDRA FIGUEROA; TRACY L RODRIGUEZ;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 26TH day of APRIL, 2022.

[Handwritten signature of Laura B. Guy]

Assistant Secretary

## RESOLUTION NO. 2022 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA 1) AWARDING A CONTRACT TO TRI GROUP CONSTRUCTION AND DEVELOPMENT, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$638,963 FOR THE PARADISE CREEK EDUCATIONAL PARK EXTENSION PROJECT, CIP NO. 19-33; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$95,844.45 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT**

**WHEREAS**, the Paradise Creek Educational Park Extension (“Project”) involves expanding Paradise Creek Educational Park located behind Kimball Elementary School with access from Hoover Avenue and West 19<sup>th</sup> Street; and

**WHEREAS**, the Project will (1) remove existing asphalt pavement and concrete sidewalk at the northern entrance to the park on Hoover Avenue and replace them with decomposed granite, and permeable pavers for stormwater infiltration; (2) install new trees, native vegetation, and additional stormwater treatment/infiltration features; (3) construct a community gathering area; (4) install traffic calming and pedestrian enhancements such as pedestrian curb ramps for Americans with Disabilities Act (ADA) compliance, curb extensions, a high-visibility crosswalk, and pedestrian actuated flashing crosswalk signs at the intersection of W. 18<sup>th</sup> Street and Hoover Avenue; and (5) install new bicycle facilities; and

**WHEREAS**, the City of National City (“City”) posted the solicitation for bids on PlanetBids, a free public electronic bidding system for contractors, on March 17, 2022; and

**WHEREAS**, the City advertised the solicitation for bids in local newspapers on March 22, 2022, and March 24, 2022; and

**WHEREAS**, the City received seven (7) bids by the 2:00 p.m. deadline for the Project on April 7, 2022; and

**WHEREAS**, City staff determined that Tri Group Construction and Development, Inc. was the apparent lowest bidder with a total bid amount of \$638,963.00; and

**WHEREAS**, upon review of all documents submitted, City staff deemed Tri Group Construction and Development, Inc.’s bid responsive, and it the lowest responsible bidder qualified to perform the work as described in the project specifications; and

**WHEREAS**, City staff recommends the following: (1) awarding a contract to Tri Group Construction and Development, Inc., in the amount not to exceed \$638,963.00; (2) the City Council authorize the Mayor to execute the contract with Tri Group Construction and Development, Inc. for the Project; and (3) the City Council to authorize a 15% contingency amount up to \$95,844.45 for any unforeseen conditions that may arise during the Project.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1:** Awards the Paradise Creek Educational Park Extension, CIP No. 19-33, to the lowest responsive, responsible bidder, to wit:

**TRI GROUP CONSTRUCTION AND DEVELOPMENT, INC.**

**Section 2:** Authorizes the Mayor to execute a contract with Tri Group Construction and Development, Inc., for \$638,963.00 for the Paradise Creek Educational Park Extension Project, CIP No. 19-33

**Section 3:** Authorizes a 15% contingency up to \$95,844.45 for any unforeseen changes.

**Section 4:** The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED and ADOPTED this 3rd day of May, 2022.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Luz Molina, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, California, authorizing the installation of stop control and yield control signs for the intersections of E. 31st Street, between “B” Avenue and “C” Avenue in order to enhance safety at the intersections \(TSC No. 2022-02\).](#)  
[\(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** May 3, 2022

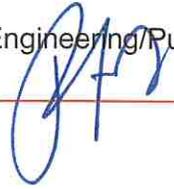
**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, California authorizing the installation of stop control and yield control signs for the intersections of E. 31<sup>st</sup> Street, between "B" Avenue and "C" Avenue in order to enhance safety at the intersections (TSC No. 2022-02).

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil **C.H.** **DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4388

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

N/A

**ENVIRONMENTAL REVIEW:**

This action is not subject to review under the California Environmental Quality Act (CEQA).

**ORDINANCE:**  **INTRODUCTION:**  **FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the installation of stop control and yield control signs for the intersections of E. 31<sup>st</sup> Street, between "B" Avenue and "C" Avenue.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on March 9, 2022, the Traffic Safety Committee approved staff's recommendation to install stop control and yield control signs for the intersections of E. 31<sup>st</sup> Street, between "B" Avenue and "C" Avenue.

**ATTACHMENTS:**

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on March 9, 2022 (TSC No. 2022-02)
3. Resolution

## **EXPLANATION**

The Traffic Safety Committee requested city staff to complete an evaluation on the intersections of E. 31<sup>st</sup> Street, between "B" Avenue and "C" Avenue, in order to enhance safety at the intersection.

Staff performed a site evaluation. E. 31<sup>st</sup> Street, between "B" Avenue and "C" Avenue is currently a 2-lane roadway with parallel parking on the south side of the street. There are "No Parking" signs on the north side of E. 31<sup>st</sup> Street. Staff confirmed that the intersection of E. 31<sup>st</sup> Street and "B" Avenue is controlled by Yield signs on "B" Avenue. The intersection of E. 31<sup>st</sup> Street and "C" Avenue is not currently controlled. The posted speed limit on E. 31<sup>st</sup> Street is 25 mph.

Engineering staff authorized Kimley-Horn & Associates to perform a traffic analysis of the intersections to determine if warrant is met for installation of All-Way Stop control, consistent with the guidelines provided in the California Manual on Uniform Traffic Control Devices (see attached traffic studies dated October 22, 2021). The analysis includes review of 48-hour Average Daily Traffic (ADT) data collected during the third week of September, 2021.

Staff also reviewed the traffic collision history for these intersections, which confirmed there were no "reported" traffic collisions within the past four years. See attached "Traffic collision" summary table.

The results of the traffic study indicate that installation of All-Way Stop control is recommended at the intersection between E. 31<sup>st</sup> Street and "B" Avenue since the intersection does not currently meet the recommended 275 feet corner sight distance for southbound vehicles to see conflicting cross traffic. Moreover, Yield control is recommended for southbound traffic on "C" Avenue for the intersection of E. 31<sup>st</sup> Street and "C" Avenue since this intersection is not currently controlled. Therefore, staff recommends the installation of All-Way Stop Control at the intersection of E. 31<sup>st</sup> Street and "B" Avenue. California Vehicle Code and National City Municipal Code require a minimum of 25 feet of red curb "No Parking" for each approach to a Stop sign. Staff also recommends the installation of Yield control signs for southbound traffic on "C" Avenue.

This item was presented to the Traffic Safety Committee via Zoom platform on March 9, 2022. Staff sent notices to area residents inviting them to Zoom-in or call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions.

Staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation for the following enhancements for the intersections of E. 31<sup>st</sup> Street, between "B" Avenue and "C" Avenue:

1. Install one Stop control sign for eastbound traffic on E. 31<sup>st</sup> Street on the south side of E. 31<sup>st</sup> Street;
2. Install one Stop control sign for westbound traffic on E. 31<sup>st</sup> Street on the north side of E. 31<sup>st</sup> Street;

3. Install one Stop control sign for southbound traffic on "B" Avenue on the west side of "B" Avenue;
4. Install 25 feet of red curb "No Parking" on the west side "B" Avenue, north side of E. 31<sup>st</sup> Street. This will result in the loss of one (1) on-street parallel parking space;
5. Install one Yield control sign for southbound traffic on "C" Avenue on the west side of "C" Avenue.

If approved by City Council, all work will be performed by City Public Works.

# Location Map with Recommended Enhancements (TSC Item: 2022-02)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR MARCH 9, 2022**

**ITEM NO. 2022-02**

**ITEM TITLE:** REQUEST TO INSTALL STOP CONTROL AND YIELD CONTROL SIGNS FOR THE INTERSECTIONS OF E. 31<sup>ST</sup> STREET, BETWEEN "B" AVENUE AND "C" AVENUE IN ORDER TO ENHANCE SAFETY AT THE INTERSECTIONS.

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil Engineering & Public Works Department

**DISCUSSION:**

The Traffic Safety Committee has requested city staff to complete an evaluation on the intersections of E. 31<sup>st</sup> Street, between "B" Avenue and "C" Avenue, in order to enhance safety at the intersection.

Staff performed a site evaluation. E. 31<sup>st</sup> Street, between "B" Avenue and "C" Avenue are currently 2-lane roadways with parallel parking on the south side of the street. There are "No Parking" signs on the north side of E. 31<sup>st</sup> Street. Staff confirmed that the intersection of E. 31<sup>st</sup> Street and "B" Avenue is controlled by Yield signs on "B" Avenue. The intersection of E. 31<sup>st</sup> Street and "C" Avenue is not currently controlled. The posted speed limit on E. 31<sup>st</sup> Street is 25 mph.

Engineering staff authorized Kimley-Horn & Associates to perform a traffic analysis of the intersections to determine if warrant is met for installation of All-Way Stop control, consistent with the guidelines provided in the California Manual on Uniform Traffic Control Devices (see attached traffic studies dated October 22, 2021). The analysis includes review of 48-hour Average Daily Traffic (ADT) data collected during the third week of September, 2021.

Staff also reviewed the traffic collision history for these intersections, which confirmed there were no "reported" traffic collisions within the past four years. See attachment traffic collision summary table.

The results of the traffic study indicate that installation of All-Way Stop control is warranted at the intersection between E. 31<sup>st</sup> Street and "B" Avenue, and Yield control is warranted for southbound traffic on "C" Avenue for the intersection of E. 31<sup>st</sup> Street and "C" Avenue. Therefore, staff recommends the installation of All-Way Stop Control at the intersection of E. 31<sup>st</sup> Street and "B" Avenue. California Vehicle Code and National City Municipal Code require a minimum of 25 feet of red curb "No Parking" for each approach to a Stop sign. Staff also recommends the installation of Yield control signs for southbound traffic on "C" Avenue.

**STAFF RECOMMENDATION:**

Staff recommends the following traffic safety enhancements for the intersections of E. 31<sup>st</sup> Street, between "B" Avenue and "C" Avenue:

1. Install one Stop control sign for eastbound traffic on E. 31<sup>st</sup> Street on the west side of "B" Avenue;
2. Install one Stop control sign for westbound traffic on E. 31<sup>st</sup> Street on the east side of "B" Avenue;
3. Install one Stop control sign for southbound traffic on "B" Avenue on the north side of E. 31<sup>st</sup> Street;
4. Install 25 feet of red curb "No Parking" on the west side "B" Avenue, north side of E. 31<sup>st</sup> Street. This will result in the loss of one (1) on-street parallel parking space;
5. Install one Yield control sign for southbound traffic on "C" Avenue on the north side of E. 31<sup>st</sup> Street.

**EXHIBITS:**

1. Public Notice
2. Location Map
3. Photos
4. Traffic Collision History
5. E. 31st Street at B Avenue Stop Control Evaluation
6. E. 31st Street at C Avenue Stop Control Evaluation

2022-02



March 2, 2022

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2022-02

**REQUEST TO INSTALL STOP CONTROL AND YIELD CONTROL SIGNS FOR THE INTERSECTIONS OF E. 31<sup>ST</sup> STREET, BETWEEN "B" AVENUE AND "C" AVENUE IN ORDER TO ENHANCE SAFETY AT THE INTERSECTION.**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for **Wednesday, March 9, 2022, at 1:00 P.M.** via Zoom. Please use the following information to call-in to the meeting during the scheduled time:

Join Zoom Meeting from computer

<https://us06web.zoom.us/j/87307030868?pwd=eVIHRIZJNmJRczd6eW80anQ2WHRwUT09>

Join Zoom Meeting by phone

+1 720-707-2699

Meeting ID: 873 0703 0868

Passcode: 559186

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2022-02.

Sincerely,

Roberto Yano, P.E.  
City Engineer/Director of Public Works

RY:ch

Enclosure: Location Map  
2022-02

# Location Map with Recommended Enhancements (TSC Item: 2022-02)





Request to install Stop Control sign for eastbound traffic on E. 31st Street, south side of E. 31st Street (looking north)



Request to install Stop Control sign for westbound traffic on E. 31st Street, north side of E. 31st Street (looking east)



Request to install Stop Control sign for southbound traffic on "B" Avenue, west side of "B" Avenue (looking north)



Request to install Yield Control sign for southbound traffic on "C" Avenue, west side of "C" Avenue (looking south)

## Traffic Collision History (NCPD Records Division)

From May 4, 2017 – May 4, 2021, there have been no traffic collisions on E. 31<sup>st</sup> Street, between B Avenue & C Avenue



## MEMORANDUM

To: Carla Hutchinson  
City of National City

From: Leo Espelet, P.E.  
Kimley-Horn and Associates, Inc.

Date: October 22, 2021

Subject: East 31<sup>st</sup> Street at B Avenue Stop Control Evaluation

This memorandum was prepared to evaluate the use of side-street stop-control and all-way stop control at the intersection of East 31<sup>st</sup> Street and B Avenue in the City of National City.

East 31<sup>st</sup> Street is a 2-lane local roadway, running southwest-northeast. Parking is permitted to the west of B Avenue on both sides, and only on the southeastern side of the roadway to the east of B Avenue, providing access to adjacent residential and commercial areas. B Avenue is classified as a 2-lane local roadway and runs northwest-southeast, with on-street parking providing access to adjacent residential uses. The intersection of East 31<sup>st</sup> Street/B Avenue currently operates as a one-way yield controlled intersection with East 31<sup>st</sup> Street operating as the free movement. **Figure 1** illustrates the existing intersection conditions.

*Figure 1: Intersection of East 31<sup>st</sup> Street & B Avenue*



The guiding document for the evaluation of intersection traffic control is the 2014 Edition of the California Manual on Uniform Traffic Control Devices, Revision 6 (CA-MUTCD). The applicable CA-MUTCD excerpt is provided in **Attachment A** and summarized below.

## Section 2B-06 Stop Sign Applications

The use of stop control on the minor-street approach should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:

- The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;
- A restricted view exists that requires road users to stop to adequately observe conflicting traffic on the through street or highway; and/or
- Crash records indicate that three or more crashes are susceptible to correction by the installation of a stop sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street.

## Section 2B-07 Multi-way Stop Applications

The use of all-way stop control should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:

### *Minimum Volumes:*

- The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
- The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
- If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in the prior two bulleted items.

### *Crashes:*

- Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

### *Other Criteria:*

- The need to control left-turn conflicts;
- The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
- An intersection of two residential neighborhood collectors (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

## Evaluation

As a part of the analysis, 48-hour roadway vehicular counts were collected on Wednesday September 15<sup>th</sup>, 2021 and Thursday September 16<sup>th</sup>, 2021 at the following locations:

- East 31<sup>st</sup> Avenue between B Avenue and C Avenue; and
- B Avenue between East 30<sup>th</sup> Street and East 31<sup>st</sup> Street.

These counts are provided in **Attachment B**.

Crash data was collected through the Transportation Injury Mapping System (TIMS) and Performance Measurement System (PeMS) databases. At the time of this memorandum, crash data through the end of 2018 was available. Based on the latest 5 years of available data (2014 through 2018), there were zero (0) reported collisions that occurred at the intersection of East 31<sup>st</sup> Street and B Avenue.

### Side-street Stop Control Evaluation

#### ***Minimum Volumes:***

Based on collected traffic volumes, the intersection at East 31<sup>st</sup> Street and B Avenue was not found to meet the minimum daily volume threshold. The average of the daily traffic counts along East 31<sup>st</sup> Street was found to be 479 vehicles per day. The average of the daily traffic counts along B Avenue was found to be 563 vehicles per day. A summary of traffic volumes is presented in **Table 1**.

#### ***Intersection Visibility:***

Because of the trees and walls near the intersection, as well as the horizontal curvature of the roadway to the west of the intersection, intersection sight distance is generally limited and requires vehicles on the minor street to come to a complete stop in order to adequately observe vehicles traveling along East 31<sup>st</sup> Street.

#### ***Crashes:***

Crash history from 2014 through 2018 was reviewed for this analysis. Reviewing crash history at the analyzed intersection revealed zero (0) reported crashes within the 5-year window.

### All-way Stop Control Evaluation

#### ***Minimum Volumes:***

Based on traffic volumes collected, the intersection of East 31<sup>st</sup> Street and B Avenue was not found to meet the minimum volume thresholds for the same eight hours of a day. The major street (East 31<sup>st</sup> Street) had less than 300 vehicles per hour for all hours of the day, and the minor street (B Avenue) had less than 100 vehicles per hour for all hours of the day. The average traffic volumes for the peak eight hours was found to be 40 vehicles along East 31<sup>st</sup> Street and 40 vehicles along B Avenue. Directional traffic volumes and hourly breakdowns are presented in **Table 1**.

#### ***Crashes:***

As stated above, the intersection of East 31<sup>st</sup> Street and B Avenue had zero (0) reported crashes within the most recent 5-year period (2014 through 2018).

### ***Other Criteria:***

A review of corner sight distance was completed on the minor leg of East 31<sup>st</sup> Street and the following sight distances were observed:

- Southbound traveling vehicles looking left (east) – approximately 275' of clear sight distance; and
- Southbound traveling vehicles looking right (west) – approximately 100' of clear sight distance limited by parked vehicles, and the horizontal curvature of the roadway.

For 25 mph speeds along East 31<sup>st</sup> Street, the California Highway Design Manual (HDM) recommends a minimum of 275' visibility for vehicles entering the intersection and turning left to East 31<sup>st</sup> Street, from the stop location on B Avenue, and 240' visibility for vehicles entering the intersection and turning right. Based on the sight distances observed in the field, visual obstructions were found to restrict the view of vehicles entering the intersection from the stop-controlled southbound approach and turning right. Left-turn conflict, or vehicle/pedestrian conflicts were not observed in the field.

Intersection sight distance photos are contained in **Attachment C** and the sight distance exhibit is contained in **Attachment D**.

### ***Conclusion/Recommendations:***

The intersection of East 31<sup>st</sup> Street and B Avenue was not found to meet the warrants for an all-way stop control based on vehicular volumes and accident history. The intersection does not currently meet the recommended 275' corner sight distance for southbound vehicles looking right (west).

The intersection does not meet the warrants for a two-way stop control based on vehicular volumes and accident history. However, due to the potential traffic operational benefits of multi-way stop implementations at the intersection residential neighborhood streets of similar design and operating characteristics, it is recommended that the intersections of East 31<sup>st</sup> Street and B Avenue be considered for multi-way stop installation.

### **Attachments:**

- Table 1 – Intersection Approach Volumes
- Attachment A – Applicable CA-MUTCD Excerpts
- Attachment B – Existing Traffic Count Data Sheets
- Attachment C – Intersection Site Distance Photos
- Attachment D – Sight Distance Exhibit

**Table 1 - Intersection Approach Volumes**

**TABLE 1**  
**SUMMARY OF INTERSECTION APPROACH VOLUMES**

Time of Day	APPROACH VOLUMES	
	E 31st St	B Ave
	EB + WB <sup>(a)</sup>	NB + SB <sup>(a)</sup>
0:00 a.m. to 1:00 a.m.	2	7
1:00 a.m. to 2:00 a.m.	2	4
2:00 a.m. to 3:00 a.m.	4	4
3:00 a.m. to 4:00 a.m.	4	3
4:00 a.m. to 5:00 a.m.	4	3
5:00 a.m. to 6:00 a.m.	7	9
6:00 a.m. to 7:00 a.m.	7	17
7:00 a.m. to 8:00 a.m.	28	<b>40</b>
8:00 a.m. to 9:00 a.m.	<b>44</b>	<b>39</b>
9:00 a.m. to 10:00 a.m.	<b>36</b>	25
10:00 a.m. to 11:00 a.m.	40	25
11:00 a.m. to 12:00 p.m.	<b>40</b>	<b>33</b>
12:00 p.m. to 1:00 p.m.	<b>30</b>	27
1:00 p.m. to 2:00 p.m.	26	22
2:00 p.m. to 3:00 p.m.	25	16
3:00 p.m. to 4:00 p.m.	29	<b>45</b>
4:00 p.m. to 5:00 p.m.	<b>48</b>	<b>41</b>
5:00 p.m. to 6:00 p.m.	<b>48</b>	<b>49</b>
6:00 p.m. to 7:00 p.m.	<b>35</b>	28
7:00 p.m. to 8:00 p.m.	10	<b>38</b>
8:00 p.m. to 9:00 p.m.	3	<b>35</b>
9:00 p.m. to 10:00 p.m.	4	19
10:00 p.m. to 11:00 p.m.	6	25
11:00 p.m. to 12:00 a.m.	3	15

**Daily Total** **479** **563**

**Average of Highest 8 Hours** **40** **40**

Notes:

(a) This data represents the average of one day count collected at East 31st Street and B Avenue. The data was collected in September 2021.

(b) **Bold** = Highest Eight Hour of Traffic

**Attachment A – CA MUTCD AWSC Warrant Excerpts**

Support:

<sup>17</sup> Caltrans will grant such permission only when an investigation indicates that the STOP (R1-1) sign will benefit traffic.

**Section 2B.06 STOP Sign Applications**

Guidance:

<sup>01</sup> At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).

<sup>02</sup> The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:

- A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;
- B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or
- C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.

Support:

<sup>03</sup> The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.

**Section 2B.07 Multi-Way Stop Applications**

Support:

<sup>01</sup> Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

<sup>02</sup> The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

<sup>03</sup> The decision to install multi-way stop control should be based on an engineering study.

<sup>04</sup> The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

- A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
- C. Minimum volumes:
  - 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
  - 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
  - 3. If the 85<sup>th</sup>-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

<sup>05</sup> Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

### **Section 2B.08 YIELD Sign (R1-2)**

**Standard:**

**01 The YIELD (R1-2) sign (see Figure 2B-1) shall be a downward-pointing equilateral triangle with a wide red border and the legend YIELD in red on a white background.**

**Support:**

**02 The YIELD sign assigns right-of-way to traffic on certain approaches to an intersection. Vehicles controlled by a YIELD sign need to slow down to a speed that is reasonable for the existing conditions or stop when necessary to avoid interfering with conflicting traffic.**

### **Section 2B.09 YIELD Sign Applications**

**Option:**

**01 YIELD signs may be installed:**

- A. On the approaches to a through street or highway where conditions are such that a full stop is not always required.
- B. At the second crossroad of a divided highway, where the median width at the intersection is 30 feet or greater. In this case, a STOP or YIELD sign may be installed at the entrance to the first roadway of a divided highway, and a YIELD sign may be installed at the entrance to the second roadway.
- C. For a channelized turn lane that is separated from the adjacent travel lanes by an island, even if the adjacent lanes at the intersection are controlled by a highway traffic control signal or by a STOP sign.
- D. At an intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.
- E. Facing the entering roadway for a merge-type movement if engineering judgment indicates that control is needed because acceleration geometry and/or sight distance is not adequate for merging traffic operation.

**Standard:**

**02 A YIELD (R1-2) sign shall be used to assign right-of-way at the entrance to a roundabout. YIELD signs at roundabouts shall be used to control the approach roadways and shall not be used to control the circulatory roadway.**

**03 Other than for all of the approaches to a roundabout, YIELD signs shall not be placed on all of the approaches to an intersection.**

### **Section 2B.10 STOP Sign or YIELD Sign Placement**

**Standard:**

**01 The STOP or YIELD sign shall be installed on the near side of the intersection on the right-hand side of the approach to which it applies. When the STOP or YIELD sign is installed at this required location and the sign visibility is restricted, a Stop Ahead sign (see Section 2C.36) shall be installed in advance of the STOP sign or a Yield Ahead sign (see Section 2C.36) shall be installed in advance of the YIELD sign.**

**02 The STOP or YIELD sign shall be located as close as practical to the intersection it regulates, while optimizing its visibility to the road user it is intended to regulate.**

**02a YIELD signs shall not be erected upon the approaches to more than one of the intersecting streets. Refer to CVC 21356.**

**03 STOP signs and YIELD signs shall not be mounted on the same post.**

**04 No items other than inventory stickers, sign installation dates, and bar codes shall be affixed to the fronts of STOP or YIELD signs, and the placement of these items shall be in the border of the sign.**

**05 No items other than official traffic control signs, inventory stickers, sign installation dates, anti-vandalism stickers, and bar codes shall be mounted on the backs of STOP or YIELD signs.**

**06 No items other than retroreflective strips (see Section 2A.21) or official traffic control signs shall be mounted on the fronts or backs of STOP or YIELD signs supports.**

**Attachment B – Existing Traffic Count Data Sheets**

Prepared by: Field Data Services of Arizona/Veracity Traffic Group (520) 316-6745

Volumes for: Wednesday, September 15, 2021

City: National City

Project# 21-1558-005

Location : E 31st St btwn B Ave & C Ave

DAY 1

AM Period	NB	SB	EB	WB	PM Period	NB	SB	EB	WB			
00:00			0	0	12:00			3	4			
00:15			0	0	12:15			2	1			
00:30			0	0	12:30			1	5			
00:45			1	1	0	1	4	10	2	12	22	
01:00			0	0	13:00			1	6			
01:15			0	0	13:15			2	3			
01:30			1	1	13:30			5	2			
01:45			0	1	2	3	4	2	10	5	16	26
02:00			0	0	14:00			3	2			
02:15			0	1	14:15			2	4			
02:30			1	0	14:30			2	1			
02:45			2	3	0	1	4	5	12	5	12	24
03:00			1	0	15:00			2	2			
03:15			0	0	15:15			1	5			
03:30			0	0	15:30			4	6			
03:45			0	1	1	1	2	1	8	9	22	30
04:00			1	0	16:00			2	6			
04:15			0	1	16:15			5	8			
04:30			0	0	16:30			2	8			
04:45			0	1	1	2	3	6	15	7	29	44
05:00			0	2	17:00			3	4			
05:15			1	3	17:15			2	8			
05:30			2	2	17:30			5	9			
05:45			1	4	0	7	11	7	17	10	31	48
06:00			0	1	18:00			4	14			
06:15			1	0	18:15			1	8			
06:30			0	1	18:30			5	5			
06:45			1	2	2	4	6	2	12	6	33	45
07:00			3	1	19:00			1	3			
07:15			5	0	19:15			0	2			
07:30			7	1	19:30			3	1			
07:45			4	19	3	5	24	2	6	0	6	12
08:00			8	2	20:00			2	0			
08:15			9	1	20:15			1	0			
08:30			9	4	20:30			0	1			
08:45			6	32	1	8	40	0	3	0	1	4
09:00			8	2	21:00			0	0			
09:15			7	5	21:15			1	0			
09:30			4	8	21:30			0	0			
09:45			5	24	5	20	44	0	1	0	0	1
10:00			8	6	22:00			1	0			
10:15			5	3	22:15			2	0			
10:30			9	8	22:30			1	1			
10:45			6	28	4	21	49	0	4	0	1	5
11:00			3	7	23:00			0	0			
11:15			2	8	23:15			0	0			
11:30			4	6	23:30			0	0			
11:45			1	10	9	30	40	0	0	0	0	

Total Vol. 126 102 228 98 163 261

GPS Coordinates: 32.656789, -117.096651

Daily Totals				
NB	SB	EB	WB	Combined
		224	265	489

Split %	AM			PM		
	55.3%	44.7%	46.6%	37.5%	62.5%	53.4%
Peak Hour	08:00	11:00	09:45	17:15	17:15	17:15
Volume	32	30	49	18	41	59
P.H.F.	0.89	0.83	0.72	0.64	0.73	0.82

Prepared by: Field Data Services of Arizona/Veracity Traffic Group (520) 316-6745

Volumes for: Thursday, September 16, 2021

City: National City

Project# 21-1558-005

Location : E 31st St btwn B Ave & C Ave

DAY 2

AM Period	NB	SB	EB	WB	PM Period	NB	SB	EB	WB			
00:00			0	0	12:00			7	9			
00:15			1	0	12:15			4	6			
00:30			1	0	12:30			2	3			
00:45			0	2	1	1	3	5	18	2	20	38
01:00			0	0	13:00			2	5			
01:15			0	0	13:15			6	2			
01:30			0	0	13:30			3	4			
01:45			0	0	0	0	0	2	13	1	12	25
02:00			2	0	14:00			2	5			
02:15			0	0	14:15			2	2			
02:30			0	1	14:30			1	6			
02:45			0	2	0	1	3	4	9	3	16	25
03:00			1	1	15:00			1	2			
03:15			0	0	15:15			2	5			
03:30			0	1	15:30			5	4			
03:45			0	1	2	4	5	2	10	7	18	28
04:00			2	0	16:00			2	8			
04:15			1	1	16:15			2	11			
04:30			0	0	16:30			4	9			
04:45			1	4	0	1	5	3	11	13	41	52
05:00			0	0	17:00			2	13			
05:15			0	1	17:15			2	6			
05:30			0	0	17:30			3	11			
05:45			1	1	0	1	2	2	9	8	38	47
06:00			0	0	18:00			3	6			
06:15			1	1	18:15			3	3			
06:30			2	0	18:30			2	2			
06:45			3	6	0	1	7	1	9	5	16	25
07:00			4	2	19:00			0	2			
07:15			5	2	19:15			1	1			
07:30			9	1	19:30			2	0			
07:45			7	25	1	6	31	1	4	1	4	8
08:00			11	4	20:00			0	0			
08:15			10	6	20:15			0	0			
08:30			5	3	20:30			0	0			
08:45			6	32	2	15	47	1	1	1	1	2
09:00			4	2	21:00			0	1			
09:15			5	3	21:15			0	2			
09:30			2	2	21:30			1	0			
09:45			6	17	4	11	28	2	3	0	3	6
10:00			3	1	22:00			0	0			
10:15			2	5	22:15			0	1			
10:30			5	8	22:30			0	2			
10:45			2	12	5	19	31	3	3	0	3	6
11:00			4	6	23:00			0	0			
11:15			1	9	23:15			1	1			
11:30			2	6	23:30			2	0			
11:45			3	10	8	29	39	1	4	0	1	5

Total Vol. 112 89 201 94 173 267

GPS Coordinates: 32.656789, -117.096651

		Daily Totals		
NB	SB	EB	WB	Combined
		206	262	468

Split %	AM			PM		
	55.7%	44.3%	42.9%	35.2%	64.8%	57.1%
Peak Hour	07:30	11:15	07:30	12:00	16:15	16:15
Volume	37	32	49	18	46	57
P.H.F.	0.84	0.89	0.77	0.64	0.88	

Prepared by: Field Data Services of Arizona/Veracity Traffic Group (520) 316-6745

Volumes for: Wednesday, September 15, 2021

City: National City

Project# 21-1558-006

Location : B Ave btwn 30th St & 31st St

DAY 1

AM Period	NB	SB	EB	WB	PM Period	NB	SB	EB	WB		
00:00	3	1			12:00	7	3				
00:15	1	3			12:15	5	2				
00:30	2	0			12:30	9	6				
00:45	0	6	0	4	10	12:45	0	21	0	11	32
01:00	2	1			13:00	0	1				
01:15	0	0			13:15	0	0				
01:30	1	0			13:30	0	0				
01:45	1	4	0	1	5	13:45	0	0	0	1	1
02:00	0	0			14:00	1	0				
02:15	1	0			14:15	0	1				
02:30	0	0			14:30	0	0				
02:45	3	4	0	0	4	14:45	0	1	1	2	3
03:00	0	0			15:00	6	8				
03:15	0	0			15:15	6	8				
03:30	0	0			15:30	8	4				
03:45	1	1	0	0	1	15:45	6	26	5	25	51
04:00	0	0			16:00	2	4				
04:15	2	0			16:15	3	6				
04:30	2	0			16:30	5	1				
04:45	0	4	0	0	4	16:45	3	13	5	16	29
05:00	1	1			17:00	11	8				
05:15	1	0			17:15	10	7				
05:30	2	0			17:30	4	2				
05:45	3	7	1	2	9	17:45	6	31	4	21	52
06:00	1	1			18:00	4	3				
06:15	4	0			18:15	6	3				
06:30	1	2			18:30	4	3				
06:45	3	9	0	3	12	18:45	2	16	2	11	27
07:00	6	0			19:00	7	9				
07:15	6	2			19:15	1	2				
07:30	4	4			19:30	4	3				
07:45	14	30	5	11	41	19:45	3	15	3	17	32
08:00	10	6			20:00	9	5				
08:15	7	2			20:15	5	3				
08:30	7	3			20:30	8	4				
08:45	3	27	3	14	41	20:45	3	25	3	15	40
09:00	6	7			21:00	2	4				
09:15	7	2			21:15	4	2				
09:30	5	1			21:30	3	1				
09:45	5	23	0	10	33	21:45	2	11	1	8	19
10:00	2	1			22:00	3	4				
10:15	6	6			22:15	6	2				
10:30	3	2			22:30	1	3				
10:45	6	17	3	12	29	22:45	1	11	1	10	21
11:00	7	2			23:00	2	1				
11:15	6	2			23:15	2	1				
11:30	7	0			23:30	0	1				
11:45	6	26	2	6	32	23:45	0	4	1	4	8
<b>Total Vol.</b>	158	63			<b>221</b>	174	141			<b>315</b>	
GPS Coordinates:	32.657008, -117.097233										
					<b>Daily Totals</b>						
					NB	SB	EB	WB	Combined		
					332	204			536		
					<b>AM</b>		<b>PM</b>				
<b>Split %</b>	71.5%	28.5%			<b>41.2%</b>	55.2%	44.8%		<b>58.8%</b>		
<b>Peak Hour</b>	07:45	07:15			<b>07:45</b>	17:00	15:00		<b>17:00</b>		
<b>Volume</b>	38	17			<b>54</b>	31	25		<b>52</b>		
<b>P.H.F.</b>	0.68	0.71			<b>0.71</b>	0.70	0.78		<b>0.68</b>		

Prepared by: Field Data Services of Arizona/Veracity Traffic Group (520) 316-6745

Volumes for: Thursday, September 16, 2021

City: National City

Project# 21-1558-006

Location : B Ave btwn 30th St & 31st St

DAY 2

AM Period	NB	SB	EB	WB	PM Period	NB	SB	EB	WB
00:00	1	1			12:00	4	1		
00:15	1	0			12:15	3	0		
00:30	0	0			12:30	2	1		
00:45	1	3	0	1	12:45	9	18	2	4
01:00	0	0			13:00	5	4		
01:15	0	0			13:15	4	6		
01:30	1	0			13:30	9	4		
01:45	1	2	0	0	13:45	5	23	5	19
02:00	1	0			14:00	6	1		
02:15	0	1			14:15	6	7		
02:30	0	0			14:30	3	3		
02:45	1	2	0	1	14:45	0	15	3	14
03:00	2	2			15:00	5	4		
03:15	0	0			15:15	7	5		
03:30	0	0			15:30	10	2		
03:45	0	2	0	2	15:45	3	25	3	14
04:00	0	0			16:00	9	6		
04:15	0	0			16:15	7	2		
04:30	1	0			16:30	3	7		
04:45	0	1	0	0	16:45	9	28	10	25
05:00	2	0			17:00	11	3		
05:15	0	1			17:15	4	3		
05:30	5	0			17:30	12	2		
05:45	1	8	0	1	17:45	9	36	2	10
06:00	1	1			18:00	6	3		
06:15	3	3			18:15	7	4		
06:30	3	2			18:30	4	2		
06:45	5	12	3	9	18:45	0	17	2	11
07:00	4	1			19:00	9	2		
07:15	7	1			19:15	5	9		
07:30	6	7			19:30	8	2		
07:45	9	26	4	13	19:45	4	26	5	18
08:00	8	5			20:00	6	1		
08:15	6	3			20:15	8	2		
08:30	6	2			20:30	4	1		
08:45	6	26	1	11	20:45	6	24	1	5
09:00	5	1			21:00	4	1		
09:15	4	1			21:15	3	0		
09:30	2	1			21:30	1	2		
09:45	2	13	0	3	21:45	4	12	3	6
10:00	2	1			22:00	11	2		
10:15	1	2			22:15	4	2		
10:30	3	1			22:30	2	1		
10:45	5	11	6	10	22:45	4	21	2	7
11:00	9	3			23:00	6	1		
11:15	5	3			23:15	3	4		
11:30	2	3			23:30	5	2		
11:45	6	22	3	12	23:45	0	14	0	7
<b>Total Vol.</b>	<b>128</b>	<b>63</b>		<b>191</b>		<b>259</b>	<b>140</b>		<b>399</b>

GPS Coordinates: 32.657008, -117.097233

Daily Totals				
NB	SB	EB	WB	Combined
387	203			590

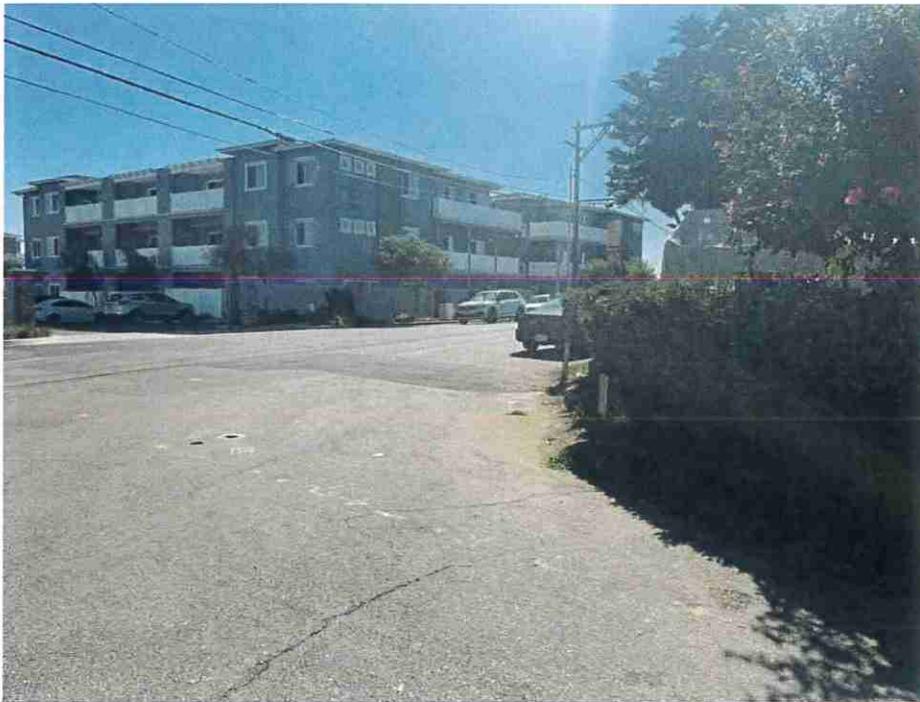
Split %	AM			PM		
	67.0%	33.0%	32.4%	64.9%	35.1%	67.6%
Peak Hour	07:15	07:30	07:30	16:45	16:00	16:45
Volume	30	19	48	36	25	54
P.H.F.	0.83	0.68	0.92	0.75	0.63	0.71

**Attachment C – Intersection Sight Distance Photos**

East 31<sup>st</sup> Street and B Avenue  
Sight Distance Field Verification  
2021.10.01

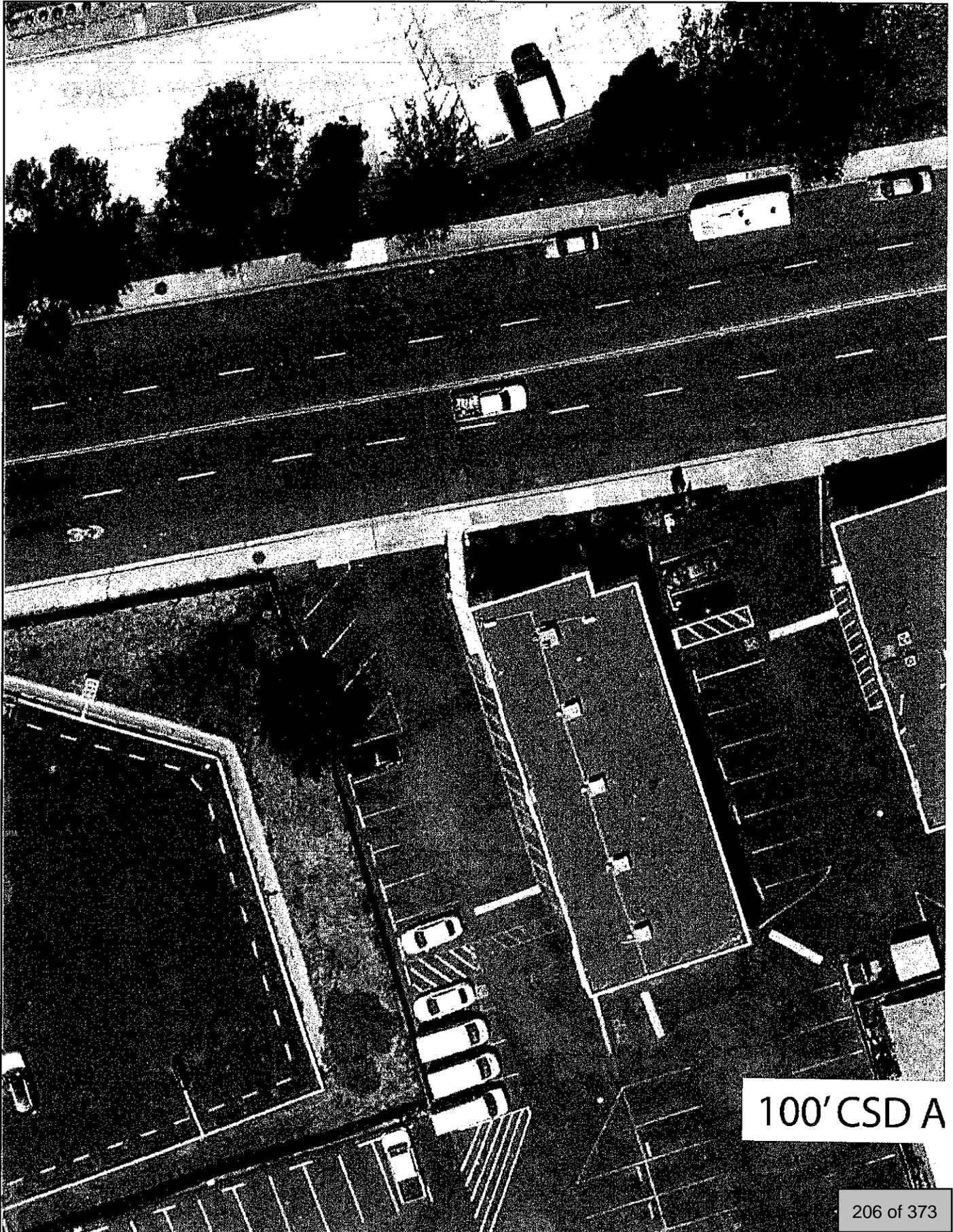


*From B Avenue – Southbound looking left (east)*



*From B Avenue – Southbound looking right (west)*

**Attachment D – Sight Distance Exhibit**



100' CSD A

## MEMORANDUM

To: Carla Hutchinson  
City of National City

From: Leo Espelet, P.E., T.E.  
Kimley-Horn and Associates, Inc.

Date: October 22, 2021

Subject: East 31<sup>st</sup> Street at C Avenue Stop Control Evaluation

This memorandum was prepared to evaluate the use of side-street stop-control and all-way stop control at the intersection of East 31<sup>st</sup> Street and C Avenue in the City of National City.

East 31<sup>st</sup> Street is a 2-lane local roadway running southwest-northeast with parking permitted on the southeastern side of the roadway providing access to nearby residential uses. C Avenue is classified as a 2-lane local roadway and runs northwest-southeast, with on-street parking providing access to adjacent residential uses. The intersection of East 31<sup>st</sup> Street/C Avenue currently operates as an uncontrolled intersection with both East 31<sup>st</sup> Street and C Avenue operating as free movements. **Figure 1** illustrates the existing intersection conditions.

*Figure 1: Intersection of East 31<sup>st</sup> Street & C Avenue*



The guiding document for the evaluation of intersection traffic control is the 2014 Edition of the California Manual on Uniform Traffic Control Devices, Revision 6 (CA-MUTCD). The applicable CA-MUTCD excerpt is provided in **Attachment A** and summarized below.

## Section 2B-06 Stop Sign Applications

The use of stop control on the minor-street approach should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:

- The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;
- A restricted view exists that requires road users to stop to adequately observe conflicting traffic on the through street or highway; and/or
- Crash records indicate that three or more crashes are susceptible to correction by the installation of a stop sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street.

## Section 2B-07 Multi-way Stop Applications

The use of all-way stop control should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:

### *Minimum Volumes:*

- The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
- The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
- If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in the prior two bulleted items.

### *Crashes:*

- Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

### *Other Criteria:*

- The need to control left-turn conflicts;
- The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
- An intersection of two residential neighborhood collectors (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

## Section 2B-09 Yield Sign Applications

The use of yield control on the minor-street approach may be at an intersection where a special problem exists and where engineering judgment indicates that the problem is susceptible to correction by the use of the yield sign. Yield signs can be used at intersections where a full stop is not necessary at all times.

### Evaluation

As a part of the analysis, 48-hour roadway vehicular counts were collected on Wednesday September 15<sup>th</sup>, 2021 and Thursday September 16<sup>th</sup>, 2021 at the following locations:

- East 31<sup>st</sup> Avenue between B Avenue and C Avenue; and
- B Avenue between East 30<sup>th</sup> Street and East 31<sup>st</sup> Street.

These counts are provided in **Attachment B**.

Crash data was collected through the Transportation Injury Mapping System (TIMS) and Performance Measurement System (PeMS) databases. At the time of this memorandum, crash data through the end of 2018 was available. Based on the latest 5 years of available data (2014 through 2018), there were zero (0) reported collisions that occurred at the intersection of East 31<sup>st</sup> Street and B Avenue.

### Side-street Stop Control Evaluation

#### *Minimum Volumes:*

Based on collected traffic volumes, the intersection at East 31<sup>st</sup> Street and C Avenue was not found to meet the minimum daily volume threshold. The average of the daily traffic counts along East 31<sup>st</sup> Street was found to be 479 vehicles per day. A summary of traffic volumes is presented in **Table 1**.

#### *Intersection Visibility:*

Because of the trees and fences/walls near the intersection, intersection sight distance is generally limited and requires vehicles on the minor street to come to a complete stop in order to adequately observe vehicles traveling along East 31<sup>st</sup> Street.

#### *Crashes:*

Crash history from 2014 through 2018 was reviewed for this analysis. Reviewing crash history at the analyzed intersection revealed zero (0) reported crashes within the 5-year window.

### All-way Stop Control Evaluation

#### *Minimum Volumes:*

Based on traffic volumes collected, the intersection of East 31<sup>st</sup> Street and C Avenue was not found to meet the minimum volume thresholds for the same eight hours of a day. The major street (East 31<sup>st</sup> Street) had less than 300 vehicles per hour for all hours of the day, and the minor street (C Avenue) had less than 100 vehicles per hour for all hours of the day. The average traffic volumes for the peak

eight hours was found to be 40 vehicles along East 31<sup>st</sup> Street and 11 vehicles along C Avenue. Directional traffic volumes and hourly breakdowns are presented in **Table 1**.

### **Crashes:**

As stated above, the intersection of East 31<sup>st</sup> Street and C Avenue had zero (0) reported crashes within the most recent 5-year period (2014 through 2018).

### **Other Criteria:**

A review of corner sight distance was completed on the minor leg of East 31<sup>st</sup> Street and the following sight distances were observed:

- Southbound traveling vehicles looking left (east) – approximately 60' of clear sight distance limited by a on street parking on C Avenue; and
- Southbound traveling vehicles looking right (west) – approximately 180' of clear sight distance limited a fence.

For 25 mph speeds along East 31<sup>st</sup> Street, the California Highway Design Manual (HDM) recommends a minimum of 275' visibility for vehicles entering the intersection and turning left to East 31<sup>st</sup> Street, from the stop location on B Avenue, and 240' visibility for vehicles entering the intersection and turning right. Based on the sight distances observed in the field, visual obstructions were found to restrict the view of vehicles entering the intersection from the stop-controlled southbound approach and turning right. Left-turn conflict, or vehicle/pedestrian conflicts were not observed in the field.

Intersection sight distance photos are contained in **Attachment C** and the sight distance exhibit is contained in **Attachment D**.

### **Yield Sign Control Evaluation**

Based on engineering judgement, a yield control could be implemented on the southbound approach based on the limited sight distance available in both directions.

### **Conclusion/Recommendations:**

The intersection of East 31<sup>st</sup> Street and C Avenue was not found to meet the warrants for an all-way stop control based on vehicular volumes and accident history. The intersection does not currently meet the recommended 275' corner sight distance for southbound vehicles looking right (west) and looking left (east).

The intersection does not meet the warrants for a two-way stop control based on vehicular volumes and accident history. However, it is recommended to implement a yield control on the southbound approach based on the restricted view on the minor leg approaches that require a road user to slow down in order to adequately observe oncoming traffic from East 31<sup>st</sup> Street.

**Attachments:**

- Table 1 – Intersection Approach Volumes
- Attachment A – Applicable CA-MUTCD Excerpts
- Attachment B – Existing Traffic Count Data Sheets
- Attachment C – Intersection Site Distance Photos
- Attachment D – Sight Distance Exhibit

*\\Sndfp01\ca\_snd1\SND\_TPTO\095811144.3.100 Traffic Counts and Analysis - FY 18\REPORTS\Stop Control Warrants - E. 31st St & C Ave\REPORT*

**Table 1 - Intersection Approach Volumes**

**TABLE 1**  
**SUMMARY OF INTERSECTION APPROACH VOLUMES**

Time of Day	APPROACH VOLUMES	
	E 31st St	C Ave
	EB + WB <sup>(a)</sup>	NB + SB <sup>(a)</sup>
0:00 a.m. to 1:00 a.m.	2	1
1:00 a.m. to 2:00 a.m.	2	1
2:00 a.m. to 3:00 a.m.	4	5
3:00 a.m. to 4:00 a.m.	4	1
4:00 a.m. to 5:00 a.m.	4	2
5:00 a.m. to 6:00 a.m.	7	2
6:00 a.m. to 7:00 a.m.	7	8
7:00 a.m. to 8:00 a.m.	28	9
8:00 a.m. to 9:00 a.m.	44	8
9:00 a.m. to 10:00 a.m.	36	6
10:00 a.m. to 11:00 a.m.	40	6
11:00 a.m. to 12:00 p.m.	40	6
12:00 p.m. to 1:00 p.m.	30	10
1:00 p.m. to 2:00 p.m.	26	10
2:00 p.m. to 3:00 p.m.	25	12
3:00 p.m. to 4:00 p.m.	29	16
4:00 p.m. to 5:00 p.m.	48	14
5:00 p.m. to 6:00 p.m.	48	6
6:00 p.m. to 7:00 p.m.	35	9
7:00 p.m. to 8:00 p.m.	10	3
8:00 p.m. to 9:00 p.m.	3	5
9:00 p.m. to 10:00 p.m.	4	1
10:00 p.m. to 11:00 p.m.	6	3
11:00 p.m. to 12:00 a.m.	3	1

**Daily Total** **479** **141**

**Average of Highest 8 Hours** **40** **11**

Notes:

(a) This data represents the average of one day count collected at East 31st Street and C Avenue. The data was collected in September 2021.

(b) **Bold** = Highest Eight Hour of Traffic

**Attachment A – CA MUTCD AWSC Warrant Excerpts**

Support:

- <sup>17</sup> Caltrans will grant such permission only when an investigation indicates that the STOP (R1-1) sign will benefit traffic.

**Section 2B.06 STOP Sign Applications**

Guidance:

<sup>01</sup> At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).

<sup>02</sup> The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:

- A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;
- B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or
- C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.

Support:

- <sup>03</sup> The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.

**Section 2B.07 Multi-Way Stop Applications**

Support:

<sup>01</sup> Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

<sup>02</sup> The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

<sup>03</sup> The decision to install multi-way stop control should be based on an engineering study.

<sup>04</sup> The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

- A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
- C. Minimum volumes:
  - 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
  - 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
  - 3. If the 85<sup>th</sup>-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

<sup>05</sup> Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

### **Section 2B.08 YIELD Sign (R1-2)**

#### **Standard:**

**01 The YIELD (R1-2) sign (see Figure 2B-1) shall be a downward-pointing equilateral triangle with a wide red border and the legend YIELD in red on a white background.**

#### **Support:**

**02 The YIELD sign assigns right-of-way to traffic on certain approaches to an intersection. Vehicles controlled by a YIELD sign need to slow down to a speed that is reasonable for the existing conditions or stop when necessary to avoid interfering with conflicting traffic.**

### **Section 2B.09 YIELD Sign Applications**

#### **Option:**

**01 YIELD signs may be installed:**

- A. On the approaches to a through street or highway where conditions are such that a full stop is not always required.
- B. At the second crossroad of a divided highway, where the median width at the intersection is 30 feet or greater. In this case, a STOP or YIELD sign may be installed at the entrance to the first roadway of a divided highway, and a YIELD sign may be installed at the entrance to the second roadway.
- C. For a channelized turn lane that is separated from the adjacent travel lanes by an island, even if the adjacent lanes at the intersection are controlled by a highway traffic control signal or by a STOP sign.
- D. At an intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.
- E. Facing the entering roadway for a merge-type movement if engineering judgment indicates that control is needed because acceleration geometry and/or sight distance is not adequate for merging traffic operation.

#### **Standard:**

**02 A YIELD (R1-2) sign shall be used to assign right-of-way at the entrance to a roundabout. YIELD signs at roundabouts shall be used to control the approach roadways and shall not be used to control the circulatory roadway.**

**03 Other than for all of the approaches to a roundabout, YIELD signs shall not be placed on all of the approaches to an intersection.**

### **Section 2B.10 STOP Sign or YIELD Sign Placement**

#### **Standard:**

**01 The STOP or YIELD sign shall be installed on the near side of the intersection on the right-hand side of the approach to which it applies. When the STOP or YIELD sign is installed at this required location and the sign visibility is restricted, a Stop Ahead sign (see Section 2C.36) shall be installed in advance of the STOP sign or a Yield Ahead sign (see Section 2C.36) shall be installed in advance of the YIELD sign.**

**02 The STOP or YIELD sign shall be located as close as practical to the intersection it regulates, while optimizing its visibility to the road user it is intended to regulate.**

**02a YIELD signs shall not be erected upon the approaches to more than one of the intersecting streets. Refer to CVC 21356.**

**03 STOP signs and YIELD signs shall not be mounted on the same post.**

**04 No items other than inventory stickers, sign installation dates, and bar codes shall be affixed to the fronts of STOP or YIELD signs, and the placement of these items shall be in the border of the sign.**

**05 No items other than official traffic control signs, inventory stickers, sign installation dates, anti-vandalism stickers, and bar codes shall be mounted on the backs of STOP or YIELD signs.**

**06 No items other than retroreflective strips (see Section 2A.21) or official traffic control signs shall be mounted on the fronts or backs of STOP or YIELD signs supports.**

**Attachment B – Existing Traffic Count Data Sheets**

Prepared by: Field Data Services of Arizona/Veracity Traffic Group (520) 316-6745

Volumes for: Wednesday, September 15, 2021

City: National City

Project# 21-1558-005

Location : E 31st St btwn B Ave & C Ave

**DAY 1**

AM Period	NB	SB	EB	WB	PM Period	NB	SB	EB	WB			
00:00			0	0	12:00			3	4			
00:15			0	0	12:15			2	1			
00:30			0	0	12:30			1	5			
00:45			1	1	0	0	1	4	10	2	12	22
01:00			0	0	13:00			1	6			
01:15			0	0	13:15			2	3			
01:30			1	1	13:30			5	2			
01:45			0	1	2	3	4	2	10	5	16	26
02:00			0	0	14:00			3	2			
02:15			0	1	14:15			2	4			
02:30			1	0	14:30			2	1			
02:45			2	3	0	1	4	5	12	5	12	24
03:00			1	0	15:00			2	2			
03:15			0	0	15:15			1	5			
03:30			0	0	15:30			4	6			
03:45			0	1	1	1	2	1	8	9	22	30
04:00			1	0	16:00			2	6			
04:15			0	1	16:15			5	8			
04:30			0	0	16:30			2	8			
04:45			0	1	1	2	3	6	15	7	29	44
05:00			0	2	17:00			3	4			
05:15			1	3	17:15			2	8			
05:30			2	2	17:30			5	9			
05:45			1	4	0	7	11	7	17	10	31	48
06:00			0	1	18:00			4	14			
06:15			1	0	18:15			1	8			
06:30			0	1	18:30			5	5			
06:45			1	2	2	4	6	2	12	6	33	45
07:00			3	1	19:00			1	3			
07:15			5	0	19:15			0	2			
07:30			7	1	19:30			3	1			
07:45			4	19	3	5	24	2	6	0	6	12
08:00			8	2	20:00			2	0			
08:15			9	1	20:15			1	0			
08:30			9	4	20:30			0	1			
08:45			6	32	1	8	40	0	3	0	1	4
09:00			8	2	21:00			0	0			
09:15			7	5	21:15			1	0			
09:30			4	8	21:30			0	0			
09:45			5	24	5	20	44	0	1	0	0	1
10:00			8	6	22:00			1	0			
10:15			5	3	22:15			2	0			
10:30			9	8	22:30			1	1			
10:45			6	28	4	21	49	0	4	0	1	5
11:00			3	7	23:00			0	0			
11:15			2	8	23:15			0	0			
11:30			4	6	23:30			0	0			
11:45			1	10	9	30	40	0	0	0	0	

Total Vol. 126 102 228 98 163 261

GPS Coordinates: 32.656789, -117.096651

		Daily Totals		
NB	SB	EB	WB	Combined
		224	265	489

Split %	AM			PM		
	55.3%	44.7%	46.6%	37.5%	62.5%	53.4%
Peak Hour	08:00	11:00	09:45	17:15	17:15	17:15
Volume	32	30	49	18	41	59
P.H.F.	0.89	0.83	0.72	0.64	0.73	0.82

Prepared by: Field Data Services of Arizona/Veracity Traffic Group (520) 316-6745

Volumes for: Thursday, September 16, 2021

City: National City

Project#: 21-1558-005

Location : E 31st St btwn B Ave & C Ave

DAY 2

AM Period	NB	SB	EB	WB	PM Period	NB	SB	EB	WB			
00:00			0	0	12:00			7	9			
00:15			1	0	12:15			4	6			
00:30			1	0	12:30			2	3			
00:45			0	2	1	1	3	5	18	2	20	38
01:00			0	0	13:00			2	5			
01:15			0	0	13:15			6	2			
01:30			0	0	13:30			3	4			
01:45			0	0	0	0	0	2	13	1	12	25
02:00			2	0	14:00			2	5			
02:15			0	0	14:15			2	2			
02:30			0	1	14:30			1	6			
02:45			0	2	0	1	3	4	9	3	16	25
03:00			1	1	15:00			1	2			
03:15			0	0	15:15			2	5			
03:30			0	1	15:30			5	4			
03:45			0	1	2	4	5	2	10	7	18	28
04:00			2	0	16:00			2	8			
04:15			1	1	16:15			2	11			
04:30			0	0	16:30			4	9			
04:45			1	4	0	1	5	3	11	13	41	52
05:00			0	0	17:00			2	13			
05:15			0	1	17:15			2	6			
05:30			0	0	17:30			3	11			
05:45			1	1	0	1	2	2	9	8	38	47
06:00			0	0	18:00			3	6			
06:15			1	1	18:15			3	3			
06:30			2	0	18:30			2	2			
06:45			3	6	0	1	7	1	9	5	16	25
07:00			4	2	19:00			0	2			
07:15			5	2	19:15			1	1			
07:30			9	1	19:30			2	0			
07:45			7	25	1	6	31	1	4	1	4	8
08:00			11	4	20:00			0	0			
08:15			10	6	20:15			0	0			
08:30			5	3	20:30			0	0			
08:45			6	32	2	15	47	1	1	1	1	2
09:00			4	2	21:00			0	1			
09:15			5	3	21:15			0	2			
09:30			2	2	21:30			1	0			
09:45			6	17	4	11	28	2	3	0	3	6
10:00			3	1	22:00			0	0			
10:15			2	5	22:15			0	1			
10:30			5	8	22:30			0	2			
10:45			2	12	5	19	31	3	3	0	3	6
11:00			4	6	23:00			0	0			
11:15			1	9	23:15			1	1			
11:30			2	6	23:30			2	0			
11:45			3	10	8	29	39	1	4	0	1	5

Total Vol. 112 89 201 94 173 267

GPS Coordinates: 32.656789, -117.096651

Daily Totals				
NB	SB	EB	WB	Combined
		206	262	468

Split %	AM			PM		
	55.7%	44.3%	42.9%	35.2%	64.8%	57.1%
Peak Hour	07:30	11:15	07:30	12:00	16:15	16:15
Volume	37	32	49	18	46	57
P.H.F.	0.84	0.89	0.77	0.64	0.88	

Prepared by: Field Data Services of Arizona/Veracity Traffic Group (520) 316-6745

Volumes for: Wednesday, September 15, 2021

City: National City

Project# 21-1558-007

Location : C Ave btwn 30th St & 31st St

DAY 1

AM Period	NB	SB	EB	WB	PM Period	NB	SB	EB	WB
00:00	0	0			12:00	0	2		
00:15	0	0			12:15	1	0		
00:30	0	1			12:30	3	1		
00:45	0	0	1		12:45	2	6	3	6
01:00	0	0			13:00	1	2		
01:15	0	0			13:15	1	0		
01:30	0	0			13:30	0	1		
01:45	1	1	0	0	13:45	1	3	3	6
02:00	0	0			14:00	0	2		
02:15	0	3			14:15	1	1		
02:30	0	0			14:30	3	1		
02:45	0	0	3		14:45	2	6	4	8
03:00	0	0			15:00	1	1		
03:15	0	0			15:15	4	2		
03:30	0	1			15:30	1	1		
03:45	0	0	1		15:45	2	8	1	5
04:00	0	1			16:00	1	1		
04:15	0	0			16:15	0	3		
04:30	0	0			16:30	1	2		
04:45	1	1	0	1	16:45	3	5	2	8
05:00	0	0			17:00	2	1		
05:15	0	0			17:15	1	0		
05:30	0	1			17:30	0	0		
05:45	0	0	1	2	17:45	1	4	1	2
06:00	1	2			18:00	0	1		
06:15	2	0			18:15	1	0		
06:30	1	0			18:30	3	1		
06:45	0	4	0	2	18:45	2	6	2	4
07:00	1	1			19:00	0	0		
07:15	3	1			19:15	0	0		
07:30	0	2			19:30	1	1		
07:45	1	5	1	5	19:45	0	1	2	3
08:00	2	1			20:00	0	0		
08:15	0	1			20:15	1	1		
08:30	1	1			20:30	0	1		
08:45	2	5	2	5	20:45	0	1	1	3
09:00	3	0			21:00	0	0		
09:15	3	1			21:15	0	0		
09:30	1	0			21:30	1	0		
09:45	2	9	0	1	21:45	0	1	0	0
10:00	1	0			22:00	1	0		
10:15	1	1			22:15	0	0		
10:30	0	0			22:30	1	0		
10:45	1	3	2	3	22:45	1	3	1	1
11:00	0	1			23:00	0	0		
11:15	1	0			23:15	1	0		
11:30	2	1			23:30	0	1		
11:45	0	3	1	3	23:45	0	1	0	1
<b>Total Vol.</b>	<b>31</b>	<b>27</b>		<b>58</b>		<b>45</b>	<b>47</b>		<b>92</b>

GPS Coordinates: 32.657255, -117.096276

	Daily Totals				Combined
	NB	SB	EB	WB	
	76	74			150
	AM		PM		
<b>Split %</b>	53.4%	46.6%	48.9%	51.1%	61.3%
<b>Peak Hour</b>	08:30	07:00	14:30	14:00	14:30
<b>Volume</b>	9	5	10	8	18
<b>P.H.F.</b>	0.75	0.63	0.63	0.50	0.75

Prepared by: Field Data Services of Arizona/Veracity Traffic Group (520) 316-6745

Volumes for: Thursday, September 16, 2021

City: National City

Project# 21-1558-007

Location : C Ave btwn 30th St & 31st St

DAY 2

AM Period	NB	SB	EB	WB	PM Period	NB	SB	EB	WB
00:00	0	0			12:00	1	0		
00:15	0	0			12:15	0	2		
00:30	0	0			12:30	1	0		
00:45	0	0	0		12:45	2	4	1	3
01:00	0	0			13:00	1	0		
01:15	0	0			13:15	0	1		
01:30	0	0			13:30	1	3		
01:45	0	0	1	1	13:45	2	4	2	6
02:00	0	0			14:00	3	0		
02:15	0	2			14:15	1	1		
02:30	0	1			14:30	2	1		
02:45	1	1	2	5	14:45	1	7	1	3
03:00	0	0			15:00	3	4		
03:15	0	0			15:15	0	2		
03:30	0	0			15:30	3	0		
03:45	1	1	0	0	15:45	2	8	4	10
04:00	0	0			16:00	3	2		
04:15	1	1			16:15	2	1		
04:30	0	0			16:30	1	0		
04:45	0	1	0	1	16:45	4	10	1	4
05:00	0	0			17:00	1	0		
05:15	1	0			17:15	2	1		
05:30	0	1			17:30	1	0		
05:45	0	1	0	1	17:45	0	4	1	2
06:00	0	0			18:00	0	3		
06:15	2	0			18:15	1	2		
06:30	4	1			18:30	0	0		
06:45	0	6	2	3	18:45	1	2	1	6
07:00	1	0			19:00	2	0		
07:15	3	1			19:15	0	0		
07:30	0	3			19:30	0	0		
07:45	0	4	0	4	19:45	0	2	0	0
08:00	1	1			20:00	0	1		
08:15	0	0			20:15	1	0		
08:30	2	1			20:30	0	1		
08:45	1	4	0	2	20:45	0	1	2	4
09:00	1	0			21:00	0	0		
09:15	0	0			21:15	0	0		
09:30	0	1			21:30	0	0		
09:45	0	1	0	1	21:45	0	0	1	1
10:00	3	0			22:00	0	0		
10:15	1	1			22:15	0	0		
10:30	0	0			22:30	1	1		
10:45	1	5	0	1	22:45	0	1	0	1
11:00	0	1			23:00	0	0		
11:15	0	2			23:15	0	0		
11:30	1	1			23:30	0	0		
11:45	1	2	0	4	23:45	0	0	0	0

Total Vol. 26 23 49 43 40 83

GPS Coordinates: 32.657255, -117.096276

Daily Totals				
NB	SB	EB	WB	Combined
69	63			132

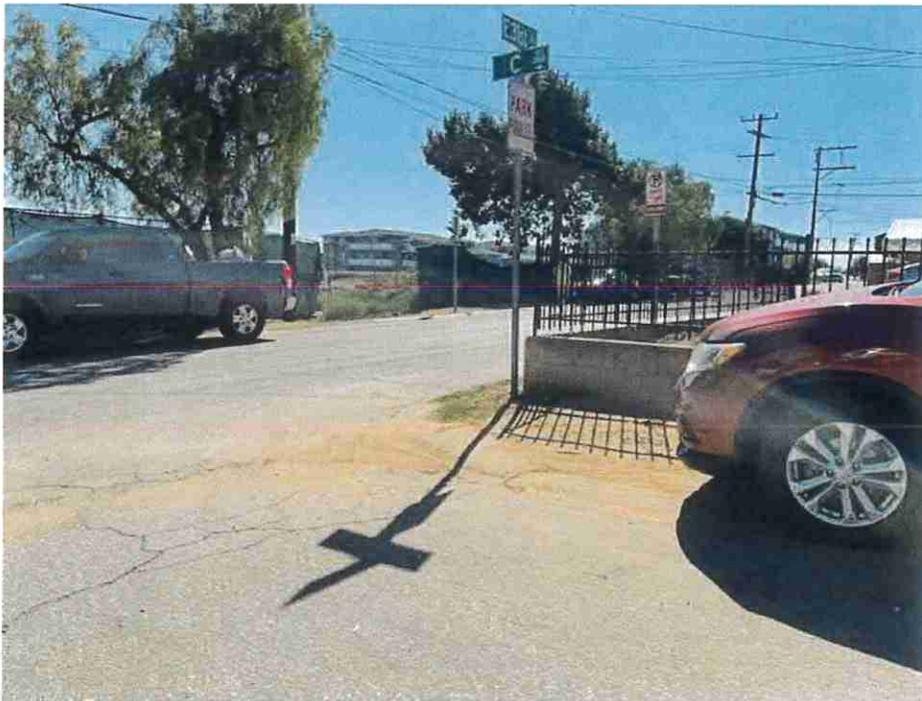
Split %	AM			PM		
	53.1%	46.9%	37.1%	51.8%	48.2%	62.9%
Peak Hour	06:30	06:45	06:30	15:30	15:00	15:00
Volume	8	6	12	10	10	18
P.H.F.	0.50	0.50	0.60	0.83	0.63	0.61

**Attachment C – Intersection Sight Distance Photos**

East 31<sup>st</sup> Street and C Avenue  
Sight Distance Field Verification  
2021.10.01



*From C Avenue - Southbound looking left (east)*



*From C Avenue – Southbound looking right (west)*

**Attachment D – Sight Distance Exhibit**



180' CSD A

**RESOLUTION NO. 2022 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING INSTALLING STOP CONTROL AND YIELD CONTROL SIGNS FOR THE INTERSECTIONS EAST 31<sup>ST</sup> STREET, BETWEEN “B” AVENUE AND “C” AVENUE, TO ENHANCE SAFETY AT THE INTERSECTIONS (TSC NO. 2022-02)**

**WHEREAS**, the City of National City (“City”) Traffic Safety Committee requested City staff evaluate the intersections of East 31<sup>st</sup> Street, between “B” Avenue and “C” Avenue; and

**WHEREAS**, City staff visited the site and verified that East 31<sup>st</sup> Street, between “B” Avenue and “C” Avenue, is currently a 2-lane roadway with parallel parking on the south side of the street with “No Parking” signs on the north side of East 31<sup>st</sup> Street; and

**WHEREAS**, City Staff confirmed that the intersection of East 31<sup>st</sup> Street and “B” Avenue has a Yield control sign on “B” Avenue, and the intersection of East 31<sup>st</sup> Street and “C” Avenue does not have any control signs; and

**WHEREAS**, City staff also reviewed the traffic collision history for these intersections, which confirmed there were no “reported” traffic collisions within the past four (4) years and that the posted speed limit on East 31<sup>st</sup> Street is 25 mph; and

**WHEREAS**, the City staff authorized Kimley-Horn & Associates to perform a traffic analysis of the intersections to determine if installing an All-Way Stop control consistent with the guidelines provided in the California Manual on Uniform Traffic Control Devices is warranted; and

**WHEREAS**, the traffic study results indicate that installing an All-Way Stop control is recommended at the intersection between East 31<sup>st</sup> Street and “B” Avenue; and

**WHEREAS**, the traffic study results also indicate that a Yield control is recommended for southbound traffic on “C” Avenue for the intersection of East 31<sup>st</sup> Street and “C” Avenue; and

**WHEREAS**, on March 9, 2022, the City’s Traffic Safety Committee voted unanimously to approve the City staff’s recommendations to take the following actions:

1. Install one Stop control sign for eastbound traffic on East 31<sup>st</sup> Street on the south side of East 31<sup>st</sup> Street; and
2. Install one Stop control sign for westbound traffic on East 31<sup>st</sup> Street on the north side of East 31<sup>st</sup> Street; and
3. Install one Stop control sign for southbound traffic on “B” Avenue on the west side of “B” Avenue; and

4. Install 25 feet of red curb “No Parking” on the west side “B” Avenue, north side of East 31<sup>st</sup> Street; and
5. Install one Yield control sign for southbound traffic on “C” Avenue on the west side of “C” Avenue.

**WHEREAS**, City staff the City Council authorize installing Stop control And Yield control signs for the intersections East 31st Street, between “B” Avenue And “C” Avenue, enhancing safety at the intersections.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1:** Authorizes authorize installing Stop control And Yield control signs for the intersections East 31st Street, between “B” Avenue And “C” Avenue, enhancing safety at the intersections.

**Section 2:** The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED and ADOPTED this 3rd day of May, 2022.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Luz Molina, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Quarterly Report - Boards, Commissions, and Committee Attendance and Training. \(City Clerk\)](#)  
Please scroll down to view the backup material.



**EXPLANATION**

On November 16, 2021, the City Council adopted Updates to City Council Policy #107 Appointments to Boards, Commissions, and Committees (BCC). Section D, 14 Resignations, Attendance, Training and Removals provides for the City Clerk to prepare a report to Council on the attendance of BCC members.

This being the first report of its kind to City Council it will provide attendance for calendar year 2021, and the first quarter of 2022, hereafter, the report will be quarterly.

Attendance is evaluated as follows:

1. A Commissioner or Member of a BCC with unexcused absences from three consecutive regularly scheduled meetings.
2. A Commissioner or Member of a BCC misses more than 25% of the advisory body's meetings in a calendar year.
3. A Commissioner or Member of a BCC must be present at least one hour, or 50% of the entire meeting, whichever is less, to be counted as present for purposes of attendance.

Excused Absences are considered under certain circumstances.

**SUMMARY OF BCC ATTENDANCE**  
**Calendar Year 2021 and First Quarter 2022**

**Civil Service Commission** consists of 5 members (currently one vacancy). Their meetings are held the Second Wednesday of every other month at 5:30 p.m. in the Large Conference Room at City Hall.

During the 2021 Calendar Year the Commission scheduled seven (7) meetings of which one (1) was cancelled.

Members:	Present	Absent
Paul Wapnowski, Chair	6	0
Rafael Courtney, Vice-Chair	5	0
Leslie Coyote	5	0
Thomas Luna (Appointed Sept 2021)	2	0

During the first Quarter of 2022 the Commission scheduled three (3) meetings of which one (1) was cancelled.

Members:	Present	Absent
Paul Wapnowski, Chair	2	0
Rafael Courtney, Vice-Chair	2	0
Leslie Coyote	2	0
Thomas Luna	2	0

**Community & Police Relations Committee** consists of eight (8) members with one (1) being a staff member. Their meetings are held the Third Thursday of February, May, August and November at 6:00 p.m. in the Council Chamber at City Hall.

During the 2021 Calendar Year the Committee scheduled seven (7) meetings of which one (1) was cancelled.

Members:	Present	Absent
Michael Lesley, Chair	5	0
Marianne Delatorre, Vice-Chair	5	0
Zachary Francisco-Gomez	5 (arrived late 2)	0
Andy Y. Sanchez (Appointed April 2021)	4 (arrived late 1)	n/a
Daniel Orth	5	0
Emiliano Nunez (Appointed April 2021)	4	0

During the first Quarter of 2022 the Committee scheduled three (3) meetings of which (1) was cancelled.

Members:	Present	Absent
Michael Lesley, Chair	1	0
Daniel Orth, Vice-Chair	1	0
Marianne Delatorre	0	1
Zachary Francisco-Gomez	1	0
Andy Y. Sanchez	1	0
Emiliano Nunez	1	0
William Phillips (Appointed April 2021)	0	0

**Board of Library Trustees** consists of five (5) members, and one (1) alternate (currently one vacancy). Their meetings are held the First Wednesday of every month at 5:30 p.m. in the National City Public Library.

During the 2021 Calendar Year the Board scheduled twelve (12) meetings, no meetings were cancelled.

Members:	Present	Absent
Sherry Gogue, President	11	1
H. Bradley Bang, Vice-President	12	0
Anzueth G. Zambrano (Appointed Sept. 2021)	3	0
Margaret Godshalk	12	0
Coyote Moon	11 (Arrived late 1)	1

During the first Quarter of 2022 the Board scheduled 3 meetings, no meetings were cancelled.

Members:	Present	Absent
Margaret Godshalk, President	3	0
H. Bradley Bang, Secretary	3	0
Sherry Gogue	1	2
Coyote Moon	2	1
Anzueth G. Zambrano	3	0

**Park, Recreation & Senior Citizens Advisory Committee** consists of seven (7) members. Their meetings are held the Third Thursday of every month at 4:00 p.m. in the City Hall Large Conference Room.

During the 2021 Calendar Year the Committee scheduled twelve (12) meetings, five (5) meetings were cancelled.

Members:	Present	Absent
Nora McMains, Chair	2	5
Yvonne Cordoba	0	7
Florina Arce	3	4
Joseph Crawford	4	3
Reuben Felizardo (Appointed Sept. 2021)	2	0
Ignacio Navarro Jr.	3	4
Liliana Armenta	5	2

During the 2022 Calendar Year the Committee scheduled three (3) meetings, two (2) meetings were cancelled due to a lack of quorum.

Members:	Present	Absent
Nora McMains, Chair	0	1
Yvonne Cordoba	0	1
Florina Arce	1	0
Joseph Crawford	1	0
Reuben Felizardo	1	0
Ignacio Navarro Jr.	1	0
Liliana Armenta	1	0

**Planning Commission** consists of seven (7) members. Their meetings are held the First and Third Monday of every month at 6:00 p.m. in the City Hall Council Chamber.

During the 2021 Calendar Year the Commission scheduled nineteen (19) meetings, ten (10) meetings were cancelled.

Members:	Present	Absent
Maria DeLa Paz, Chair	8	1
Ricardo Sanchez, Vice-Chair	8	1
Damian Alexander Roman	9	0
Claudia E. Valenzuela (Appointed April 2021)	5	1
Luis Natividad	7	2
William J. Sendt	9	0
Ditas Yamane	9	0

During the 2022 Calendar Year the Commission scheduled three (3) meetings, two (2) meetings were cancelled due to a lack of quorum.

Members:	Present	Absent
Ditas Yamane, Chair	1	0
Ricardo Sanchez	1	0
Claudia E. Valenzuela	1	0
Luis Natividad	1	0
William J. Sendt	1	0
Randi Marie Castle (Appointed March 2022)	0	0
Richard Miller Martin (Appointed March 2022)	0	0

**Public Art Committee** consists of five (5) members and one (1) alternate. Their meetings are held the Fourth Tuesday of January, April, July and October at 3:00 p.m. in the City Hall Large Conference Room.

During the 2021 Calendar Year the Committee scheduled four (4) meetings, no meetings were cancelled.

Members:	Present	Absent
William A. Virchis, Chair	4	0
Nadia Nunez	3	1
Jacqueline Schliapnik	2	2
Jose A. Lopez (Appointed February, 2021)	3	0
Natalia Valerdi-Rogers (Alternate) (Appointed Sept. 2021)	1	0

During the 2022 Calendar Year the Committee scheduled two (2) meetings, no meetings were cancelled.

Members:	Present	Absent
William A. Virchis, Chair	2	0
Nadia Nunez	1	1
Jacqueline Schliapnik – Garcia	2	0
Jose A. Lopez	2	0
Natalia Valerdi-Rogers (Alternate)	1	1
Charles Reilly (Appointed March 2022)	1	0

**Traffic Safety Committee** consists of five (5) members. Their meetings are held the Second Wednesday of every month at 1:00 p.m. in the City Hall Large Conference Room.

During the 2021 Calendar Year the Committee scheduled eleven (11) meetings, three (3) meetings were cancelled.

Members:	Present	Absent
Ryan Whipple, Chair	8	0
Marisa Rosales (Appointed March, 2021)	7	0
Javier Alvarado	4	4
Christopher Coyote	8	0

During the 2022 Calendar Year the Committee scheduled four (4) meetings, three (3) meetings were cancelled.

Members:	Present	Absent
Ryan Whipple, Chair	1	0
Marisa Rosales (Appointed March, 2021)	1	0
Javier Alvarado	1	0
Christopher Coyote	0	1
David Pasquini	0	0

**Housing Advisory Committee** consists of nine (9) members of the Planning Commission and two (2) additional members. Their meetings are held the Third Monday of every month at 6:00 p.m. in the City Hall Large Council Chamber.

During the 2021 Calendar Year the Committee scheduled seven (7) meetings, five (5) meetings were cancelled.

Members:	Present	Absent
Maria DeLa Paz, Chair	2	0
Ricardo Sanchez, Vice-Chair	2	0
Lorna A. Delos Santos	1	1
Claudia E. Valenzuela	2	0
Damian Alexander Roman	2	0
Luis Natividad	1	1
William J. Sendt	2	0
Ditas Yamane	2	0

During the 2022 Calendar Year the Committee scheduled one (1) meeting, no meetings were cancelled.

Members:	Present	Absent
Ricardo Sanchez, Vice-Chair	1	0
Claudia E. Valenzuela	1	0
Damian Alexander Roman	1	0
Luis Natividad	1	0
William J. Sendt	1	0
Ditas Yamane	1	0
Richard Martin Miller (Appointed March, 2022)	0	0
Randi Marie Castle (Appointed March, 2022)	0	0
Mayra A. Valadez (Appointed March, 2022)	0	0

# CITY COUNCIL POLICY CITY OF NATIONAL CITY

<b>TITLE:</b> Appointments to Boards, Commission and Committees	<b>POLICY # 107</b>
<b>ADOPTED:</b> June 17, 1986	<b>AMENDED:</b> November 16, 2021

## PURPOSE

To establish a procedure to serve as a guide in making appointments to various City Boards, Commissions, and Committees. The City currently has the following Boards, Commissions, and Committees to which this Policy applies:

### Mayor's Appointments:

1. Board of Library Trustees
2. Community and Police Relations Commission
3. Park, Recreation, and Senior Citizens Advisory Committee
4. Public Art Committee
5. Sweetwater Authority
6. Traffic Safety Committee
7. Veterans and Military Families Advisory Committee

### City Council Appointments:

1. Civil Service Commission
2. Planning Commission
3. Housing Advisory Committee including Ex-Officio Members
4. Port Commission

## POLICY

### Appointment Process

- A. Opportunity to apply. All interested individuals shall be given an opportunity to submit applications for vacancies on City Boards, Commissions, and Committees. Incumbent Appointees are not automatically re-appointed but are required to fill out an abbreviated application provided by the City Clerk, indicating their interest in continuing to serve.
- B. Unexpired terms. If an incumbent Appointee was appointed to fill an unexpired term and the Appointee serves for less than one year in that position, the Council may re-appoint the incumbent without considering other applicants.
- C. Vacancies. When vacancies occur, the following procedure shall be followed:
  1. Schedule vacancy. When a term is expiring or expires, public notice of the vacancy shall be made, inviting interested individuals to submit applications for the vacancy on a form provided by the City Clerk on the City website.

Unscheduled vacancy. An unscheduled vacancy shall be filled according to

# CITY COUNCIL POLICY CITY OF NATIONAL CITY

<b>TITLE:</b> Appointments to Boards, Commission and Committees	<b>POLICY # 107</b>
<b>ADOPTED:</b> June 17, 1986	<b>AMENDED:</b> November 16, 2021

Government Code Section 54974, which generally provides as follows: Whenever an unscheduled vacancy occurs, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the Office of the City Clerk, the City website, outside City Hall on the Bulletin Board, and on City social media platforms not earlier than twenty (20) days before or not later than twenty (20) days after the vacancy occurs. The City Council shall not make a final appointment for at least ten (10) working days after posting the notice in designated locations. The notice's posting and application period shall be thirty (30) calendar days. However, if it finds that an emergency exists, the City Council may, fill the unscheduled vacancy immediately. According to this section, a person appointed to fill the vacancy shall serve only on an interim basis until the final appointment.

The end of term for the members of Boards, Commissions, and Committees generally occurs in an annual rotation during the months of March and September. Appointments will be considered at those times unless a vacancy resulting from a resignation results in the lack of a Quorum on the Board, Commission, or Committee, in which case the appointment could occur at the time of the unscheduled vacancy in accordance with the procedure set out above.

3. Government Code Section 40605, and National City Municipal Code Title 16, grants the Mayor, with the City Council's approvals, the authority to make all appointments unless otherwise explicitly provided by statute. The exceptions are:
  1. Civil Service Commission
  2. Planning Commission
  3. Housing Advisory Committee including Ex-Officio Members
  4. Planning Commission

The City Council fills vacancies on these bodies.

- D. Implementation. Implementation of Council policy for appointment to Boards, Commissions, and Committees requires the following:
  1. Per Government Code Section 54972, on or before December 31 of each year, the City Council shall prepare a list of appointments of all regular and ongoing Boards, Commissions, and Committees appointed by the City Council. The City Clerk will prepare the list of all regular and ongoing Boards, Commissions, and Committees appointed by the Mayor or the City Council. The list shall contain a list of all terms that will expire during the next calendar year, the incumbent appointee's name, the appointment date, the term's expiration date, and the position's necessary qualifications. It shall also include a list of all

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Boards, Commissions, and Committees whose members serve at the City Council's pleasure and the qualifications required for each position. This Local Appointments List shall be made available to the public on the City website.

2. Notice. A public notice for vacancies must be placed in the newspaper of general circulation within the City, on the City's website, City Hall Bulletin Boards, and City social media platforms.
3. Expiration of term. All appointees will receive a letter as their terms expire asking if they would like to re-apply for the position.
4. Applications. Applications shall be available on the City website and in the City Clerk's Office. Submissions must be received before the advertised deadline for consideration for the appointment. All applications will be retained in the City Clerk's Office for one year from the date the application was submitted. During the one-year retention period of the application, an applicant shall be considered for other vacancies on Boards, Commissions, and Committees. The City Clerk's Office will notify the applicant being considered for an appointment to confirm that they are still interested in volunteering.
5. A member may only serve on one (1) Board, Commission, or Committee at a time. If an applicant applies for another position on a different Board, Commission, or Committee, that applicant will forfeit the prior seat and a vacancy will occur per policy.
6. Interviews:
  - a. Mayor Appointments: Interviews for Mayoral appointments will be conducted by the Mayor outside of the public meeting and scheduled by the Mayor's Office.
  - b. City Council Appointments: Interviews for the four (4) Civil Service Commission, Planning Commission, Housing Advisory Committee, and Port Commission who serve at the City Council's pleasure and are appointed by the City Council as a body will be interviewed in the public forum at a City Council Meeting as described below.
7. Mayoral Appointments:

The Mayor will make the motion to appoint (naming the appointee) and Councilmembers may second the motion. The City Clerk will then take a roll call

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vote of the City Council. A majority vote of the City Council will be required for the appointment. If the majority of the City Council choose to deny the proposed appointment, the Mayor shall either propose an alternative candidate from the current application pool or choose to reopen the application period and return to the City Council at a future City Council Meeting with a different applicant for consideration. If a Mayoral Appointment is not approved by the majority of the City Council by confirmation, that applicant is removed from the pool for that seat. The Mayor will return to a future meeting with a substitute Mayoral appointment.

8. For City Council Appointments, the Interview Process is as follows:
  - a. The City Clerk will provide an overview of the Board, Commission, or Committee(s) with current vacancy (ies). The Mayor will introduce the applicant and two (2) questions will be asked of each applicant on behalf of the City Council.
  - b. Each applicant is given two (2) minutes to make a brief introduction of themselves and their qualifications to the City Council.
  - c. Mayor and City Councilmembers will ask questions of each applicant. All applicants must be asked the same questions.
  - d. Total time per applicant is five (5) timed minutes with time allowed for clarification at the discretion of the City Council, not to exceed ten (10) minutes total per applicant.
  - e. All appointments and interviews before the City Council will be scheduled as needed to fill unexpected vacancies, with every effort to be made before an individual's term expires. Interviews may take place at one meeting, with appointments made at a subsequent meeting.
9. Vacancies for City Council Appointed Positions. If the vacancy is for a City Council appointed position, and there is more than one (1) applicant for a given position, the voting process will proceed as follows: Once the interviews are complete, each Councilmember votes for their choice via a written ballot provided by the City Clerk. Each Councilmember shall print and sign their name on the ballot. All ballots shall be considered a public record and be open to inspection by the public. The ballots are passed to the City Clerk who announces the number of votes for each candidate.

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If the appointment process is conducted via a virtual meeting the process is the same except the ballot/vote process. The City Clerk's Office will provide a Vote Sheet (a piece of paper electronically) with the name of each applicant to be considered. The Mayor will count to three (3) and the Council will hold their vote sheet up in front of their face to make sure it is captured on the camera during the live virtual meeting. The City Clerk will tally the votes and will then confirm the votes with a verbal roll call. The applicant with the most votes is appointed.

In the event of a tie, each Councilmember votes again until one (1) candidate has the majority vote and is declared to be the newly-appointed member of the Board, Commission, or Committee.

10. Re-appointment beyond two terms. Anyone wishing to be re-appointed to any Board, Commission, or Committee and has served two or more full terms already must be approved by a four-fifths vote of the City Council. If all five members of the City Council are not present, or if one member abstains or recuses their vote, the four-fifths requirement shall be changed to require only a simple majority.

11. Report to Council:

All applications received for vacancies, whether Mayoral Appointment or City Council Appointment, will be attached to the staff report to Council. All applications will have private personal information redacted (name, street numbers and name of street address, and phone number). This redacted information is in alignment with Government Code Section 6255(a) because the public interest served by not disclosing the applicant's personal, private information and protection of the applicant's right to privacy outweighs the public interest served by disclosing that information.

12. An automatic vacancy upon becoming a Non-Resident. An unscheduled vacancy automatically occurs when a resident holding an appointment position on a City Board, Committee, or Commission becomes a non-resident by moving out of National City limits. When an unscheduled vacancy occurs due to a resident becoming a non-resident, the unscheduled vacancy may be filled as follows:

- a. A special vacancy notice shall be posted in the Office of the City Clerk, and in other places as directed by the City Council, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final Appointment at a City Council Meeting shall not be made by the Appointing Authority for at least 10 working days after the posting of the notice in the City Clerk's Office.

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- b. The Appointing Authority may appoint the former resident to a Non-Residential position if a Non-Residential position is vacant.

However, the Appointing Authority may, if it finds that an emergency exists, fill the unscheduled vacancy immediately. A person appointed to fill the vacancy shall serve only on an acting basis until the final appointment is made pursuant to this section.

- 13. Only City Residents may be elected to Chair and Vice-Chair positions. To be eligible to be elected as the Chairperson of a City Board, Committee, or Commission, the member must be a resident of the City.
- 14. Resignations, Attendance, Training, and Removals

**Resignation:**

If a Commissioner or Member of a Board, Committee, or Commission is unable to continue serving because of health, business requirements, or personal reasons, a letter of resignation shall be submitted to the City Clerk, who will present to the City Council.

**Attendance:**

Regular attendance at meetings is critical to be effective operation of City Boards, Commissions, and Committees. The City Council relies on the advice of the City's Boards, Commissions, and Committees, which is the result of discussions among appointed members. The City Council anticipates that members of Boards, Committees, and Commissions shall make every reasonable effort to attend all regular and special meetings of their respective Boards, Commissions, and Committees, and to be prepared to discuss matters on their respective agendas.

A Commissioner or Member of a Board, Committee, or Commission shall be considered removed from any advisory board under the following conditions:

- 1. A Commissioner or Member of a Board, Committee, or Commission with unexcused absences from three consecutive regularly scheduled meetings.
- 2. A Commissioner or Member of a Board, Committee, or Commission misses more than 25% of the advisory body's meetings in a calendar year.

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3. A Commissioner or Member of a Board, Committee, or Commission must be present at least one hour, or 50% of the entire meeting, whichever is less, to be counted as present for purposes of attendance.

### Excused Absences:

An “excused absence” is only granted when absolutely necessary and pre-approved if at all possible. The City Council encourages Boards, Commissions, and Committees to refrain from scheduling meetings on cultural and religious holidays in order to encourage full participation by all Commissioners, Board Members, and the public. The pre-approval of excused absences will be by the body as a whole and documented in the meeting minutes.

### Excused absences are listed as follows:

1. Illness of the Commissioner or Member of the Board, Committee, or Commission, their family member, or their personal friend;
2. Business commitment of the Commissioner or Member of the Board, Committee, or Commission that interferes with the attendance at a meeting;
3. Attendance of the Commissioner or Member of the Board, Committee, or Commission at a funeral, religious service or ceremony, wedding, or other similarly-significant event; or
4. Other reason for which the Commissioner or Member of the Board, Committee, or Commission has given notice to the Chairperson or Secretary of their unavailability fifteen (15) days in advance, as long as the unavailability is not expected to last longer than 30 days.

### Removal:

The Secretary or Lead of each Board, Commission, or Committee will report the attendance to the Office of the City Clerk on a monthly basis. If the attendance or absences fall within these guidelines, the Office of the City Clerk will prepare a report to City Council for review and possible removal of the Commissioner, Member, or Alternate sitting on the Board, Committee, or Commission. Any Commissioner, Member, or Alternate sitting on a Board, Committee, or Commission may be removed from office at any time by a simple majority vote of the City Council at a regularly scheduled Council meeting with or without cause.

### Mandatory Training and Filing Requirements:

Commissioners and Members of Board, Committee, or Commission, as appointed by the legislative body, are entrusted with certain responsibilities and

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concomitant training and reporting. The following are requirements of Commissioners and Members of Boards, Commissions, and Committees. This training is required to be completed within 30 days of appointment or notification.

1. Oath of Office (Article XX of the California Constitution, and California Government Code Section 36507)
2. Fair Political Practices Commission (FPPC) Statement of Economic Interest Form 700 Filing (California Government Code Section 87100 et seq)
3. AB1234 Ethics Training (California Government Code Section 53235.1(b))
4. Sexual Harassment Training
5. Brown Act Training
6. Social Media Training
7. Any training required by State Law, Federal Law, or City Policies.

All training is offered in a variety of formats including in person, via Zoom, training website/software, and pre-recorded video. Currently, these are all requirements of the Mayor and City Council, and City staff.

Removal:

Failure to complete any of these requirements within 30 days of the appointment date or date of notification is cause for automatic removal.

Related Policy References

Government Code Section 40605

Government Code Section 54970, et seq.

Article XX of the California Constitution, and California Government Code Section 36507

California Government Code Section 53235(b)

California Government Code Section 87100 et seq

National City Municipal Code Title 16 (pending)

Prior Policy Amendments:

February 2, 2021 (Resolution No. 2021-08)

May 19, 2020 (Resolution No. 2020-95)

November 9, 1993 (Resolution No. 93-173)

June 11, 2013 (Revised – No Resolution – Refer to Meeting Minutes)

October 8, 2013 (Resolution No. 2013-147)

May 19, 2020 (Resolution No. 2020-20)

The following page(s) contain the backup material for Agenda Item: [City Council 2022  
Legislative Recess. \(City Clerk\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** May 3, 2022

**AGENDA ITEM NO.** |

**ITEM TITLE:**

City Council 2022 Legislative Recess (City Clerk)

**PREPARED BY:** Luz Molina, City Clerk  
Shelley Chapel, Deputy City Clerk

**DEPARTMENT:** City Clerk's Office

**PHONE:** (619) 336-4225

**APPROVED BY:** *Shelley Chapel*

**EXPLANATION:**

(See Report (Attachment A) for more information)

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ Finance

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ MIS

|n/a |

**ENVIRONMENTAL REVIEW:**

|n/a |

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Staff requests City Council direction on observing a legislative recess, which is historically taken in the month of July. In accordance with National City Municipal Code (NCMC) Section 2.04.020, any Regular Meeting may be dispensed with a vote.

**BOARD / COMMISSION RECOMMENDATION:**

|n/a |

**ATTACHMENTS:**

|Attachment A – Staff Report |

## **STAFF REPORT**

### **City Council 2022 Legislative Recess**

Since 2014, the City Council (Council) has observed a legislative recess during the summer to provide City staff and Elected Officials an opportunity to catch up on work, reenergize, and prepare for the start of a new fiscal year. The purpose of this agenda item, is to determine whether the City Council would like to once again consider a legislative recess in 2022.

### **Background**

Observing a legislative recess from a City Council Meeting Schedule is practiced by a number of San Diego cities that recess both in the summer and winter. Some cities, including State Legislature, and quasi-governmental entities, such as the San Diego Association of Governments (SANDAG), Airport Authority, recess over an entire month, generally in the summer. For the past three (3) years, the Council voted to recess during the month of July. Prior to that the City Council voted to recess during the month of July four (4) times, and in August one (1) time. This is consistent with City Council Policy #104 Section III Meetings (H):

*H. **City Council Recess Periods:** The City Council has traditionally observed a recess period during the summer to provide elected officials and staff an opportunity to catch up on work, reenergize after a lengthy budget and strategic planning process, and prepare for the start of a new fiscal year. For purposes of this policy, a recess period is defined as a period of time longer than twenty (20) days without a regular or special meeting of the Council.*

### **Discussion**

To assist the City Council with its decision, please note the following:

Should the City Council recess in July, there would be five (5) weeks between meetings (June 22 – August 2). As a reminder, the first meeting in August (this year is August 2<sup>nd</sup>), typically begins at 5:00 p.m. due to the “National Night-Out Against Crime” event.

### **Recommendation**

Staff requests City Council direction on observing a legislative recess, which is historically taken in the month of July. In accordance with National City Municipal Code Section 2.04.020, any Regular Meeting may be dispensed with a vote.

## **AGENCIES TAKING LEGISLATIVE RECESS – SUMMER 2022**

<b><u>CITY</u></b>	<b><u>WHEN</u></b>
Chula Vista	Last Meeting in June and First in July
Coronado	First Meeting in July and First Meeting in August
City of San Diego	June 30 – July 11 and August 4 – Sept 12
Del Mar	Second Meeting in August
El Cajon	None
Encinitas	July
Escondido	July or August - TBD
Imperial Beach	None
La Mesa	Second Meeting in August
Lemon Grove	None
National City	July
Oceanside	July
Poway	None
Santee	Second Meeting in July
San Marcos	July
Solana Beach	Last Meeting July and First in August
Vista	July

**Month of July** = Encinitas, Escondido, National City, Oceanside, San Marcos, Vista

**Second Meeting in August** = Del Mar

**Last Meeting in July and First in Aug** = Solana Beach

**First Meeting in July and First in Aug** = Coronado

**City of San Diego** = June 30 - July 11 and Aug 4 – Sept 12

**Cities that do not take a recess** = El Cajon, Imperial Beach, Lemon Grove, Poway

Airport Authority – Third week in July and ending Third week in August

SANDAG – Last meeting in August and First meeting in Sept.

MTS – August

County of San Diego – Second Meeting in July

The following page(s) contain the backup material for Agenda Item: [Warrant Register #38 for the period of 3/18/22 through 3/24/22 in the amount of \\$1,758,342.81. \(Finance\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** May 3, 2022

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #38 for the period of 3/18/22 through 3/24/22 in the amount of \$1,758,342.81.  
(Finance)

**PREPARED BY:** Karla Apalategui, Senior Accountant Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, below are the payments issued for period 3/18/22 - 3/24/22. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Ford of Chula Vista	357222	80,952.70	2021 NCPD Ford Interceptor Vehicle – Eng
National Electric Works	357264	81,859.41	CIP 20-03 Civic Center Basement Powerup
Portillo Concrete Inc	357276	117,549.22	CIP 18-10 Euclid Ave & Ped Enhancement

**FINANCIAL STATEMENT:**

**APPROVED:**  **FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Warrant total \$1,758,342.81.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify Warrants Totaling \$1,758,342.81.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 38



**WARRANT REGISTER # 38**  
**3/24/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ANDERSON	RETIREE HEALTH BENEFITS - APR 2022	357168	3/24/22	110.00
BEARD	RETIREE HEALTH BENEFITS - APR 2022	357170	3/24/22	70.00
BECK	RETIREE HEALTH BENEFITS - APR 2022	357171	3/24/22	140.00
BEVERIDGE	RETIREE HEALTH BENEFITS - APR 2022	357172	3/24/22	640.00
BISHOP	RETIREE HEALTH BENEFITS - APR 2022	357173	3/24/22	110.00
BOEGLER	RETIREE HEALTH BENEFITS - APR 2022	357174	3/24/22	260.00
BULL	RETIREE HEALTH BENEFITS - APR 2022	357175	3/24/22	580.00
CAMEON	RETIREE HEALTH BENEFITS - APR 2022	357177	3/24/22	400.00
CANEDO	RETIREE HEALTH BENEFITS - APR 2022	357178	3/24/22	620.00
CARRILLO	RETIREE HEALTH BENEFITS - APR 2022	357179	3/24/22	290.00
COLE	RETIREE HEALTH BENEFITS - APR 2022	357187	3/24/22	165.00
COLLINSON	RETIREE HEALTH BENEFITS - APR 2022	357188	3/24/22	420.00
CONDON	RETIREE HEALTH BENEFITS - APR 2022	357191	3/24/22	280.00
CORDERO	RETIREE HEALTH BENEFITS - APR 2022	357192	3/24/22	520.00
DALLA	RETIREE HEALTH BENEFITS - APR 2022	357194	3/24/22	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - APR 2022	357195	3/24/22	250.00
DEESE	RETIREE HEALTH BENEFITS - APR 2022	357204	3/24/22	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - APR 2022	357206	3/24/22	110.00
DIAZ	RETIREE HEALTH BENEFITS - APR 2022	357207	3/24/22	680.00
DILLARD	RETIREE HEALTH BENEFITS - APR 2022	357208	3/24/22	480.00
DREDGE	RETIREE HEALTH BENEFITS - APR 2022	357211	3/24/22	250.00
DUONG	RETIREE HEALTH BENEFITS - APR 2022	357212	3/24/22	280.00
EISER III	RETIREE HEALTH BENEFITS - APR 2022	357213	3/24/22	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - APR 2022	357214	3/24/22	620.00
ETZLER	RETIREE HEALTH BENEFITS - APR 2022	357215	3/24/22	460.00
FABINSKI	RETIREE HEALTH BENEFITS - APR 2022	357216	3/24/22	220.00
FERNANDEZ	RETIREE HEALTH BENEFITS - APR 2022	357219	3/24/22	270.00
FIFIELD	RETIREE HEALTH BENEFITS - APR 2022	357220	3/24/22	540.00
GAUT	RETIREE HEALTH BENEFITS - APR 2022	357223	3/24/22	700.00
GELSKEY	RETIREE HEALTH BENEFITS - APR 2022	357224	3/24/22	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - APR 2022	357226	3/24/22	120.00
GONZALES	RETIREE HEALTH BENEFITS - APR 2022	357227	3/24/22	480.00
HANSON	RETIREE HEALTH BENEFITS - APR 2022	357230	3/24/22	135.00
HARLAN	RETIREE HEALTH BENEFITS - APR 2022	357231	3/24/22	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - APR 2022	357232	3/24/22	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - APR 2022	357233	3/24/22	600.00
HERNANDEZ	RETIREE HEALTH BENEFITS - APR 2022	357234	3/24/22	400.00
HODGES	RETIREE HEALTH BENEFITS - APR 2022	357235	3/24/22	200.00
IBARRA	RETIREE HEALTH BENEFITS - APR 2022	357236	3/24/22	780.00
JONES	RETIREE HEALTH BENEFITS - APR 2022	357239	3/24/22	60.00
JONES	RETIREE HEALTH BENEFITS - APR 2022	357240	3/24/22	480.00
JUNIEL	RETIREE HEALTH BENEFITS - APR 2022	357241	3/24/22	50.00
KIMBLE	RETIREE HEALTH BENEFITS - APR 2022	357242	3/24/22	300.00
KLOS	RETIREE HEALTH BENEFITS - APR 2022	357244	3/24/22	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - APR 2022	357245	3/24/22	660.00
LEACH	RETIREE HEALTH BENEFITS - APR 2022	357247	3/24/22	600.00
LIMFUECO	RETIREE HEALTH BENEFITS - APR 2022	357249	3/24/22	160.00



**WARRANT REGISTER # 38**  
**3/24/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MATIENZO	RETIREE HEALTH BENEFITS - APR 2022	357251	3/24/22	100.00
MCCABE	RETIREE HEALTH BENEFITS - APR 2022	357252	3/24/22	280.00
MCDANIEL	RETIREE HEALTH BENEFITS - APR 2022	357253	3/24/22	290.00
MEDINA	RETIREE HEALTH BENEFITS - APR 2022	357255	3/24/22	105.00
MEEKS	RETIREE HEALTH BENEFITS - APR 2022	357256	3/24/22	460.00
MENDOZA	RETIREE HEALTH BENEFITS - APR 2022	357257	3/24/22	290.00
MINER	RETIREE HEALTH BENEFITS - APR 2022	357258	3/24/22	580.00
MORRISON	RETIREE HEALTH BENEFITS - APR 2022	357259	3/24/22	520.00
NAGLE	RETIREE HEALTH BENEFITS - APR 2022	357260	3/24/22	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - APR 2022	357266	3/24/22	120.00
OLIVERIA	RETIREE HEALTH BENEFITS - APR 2022	357269	3/24/22	360.00
PAUU JR	RETIREE HEALTH BENEFITS - APR 2022	357272	3/24/22	340.00
PE	RETIREE HEALTH BENEFITS - APR 2022	357273	3/24/22	300.00
PEASE JR	RETIREE HEALTH BENEFITS - APR 2022	357274	3/24/22	140.00
PETERS	RETIREE HEALTH BENEFITS - APR 2022	357275	3/24/22	290.00
POST	RETIREE HEALTH BENEFITS - APR 2022	357277	3/24/22	280.00
RAY	RETIREE HEALTH BENEFITS - APR 2022	357282	3/24/22	190.00
ROARK	RETIREE HEALTH BENEFITS - APR 2022	357284	3/24/22	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - APR 2022	357285	3/24/22	260.00
RUIZ	RETIREE HEALTH BENEFITS - APR 2022	357286	3/24/22	310.00
SAINZ	RETIREE HEALTH BENEFITS - APR 2022	357288	3/24/22	300.00
SANCHEZ	RETIREE HEALTH BENEFITS - APR 2022	357293	3/24/22	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - APR 2022	357296	3/24/22	340.00
SHOEMAKER	RETIREE HEALTH BENEFITS - APR 2022	357298	3/24/22	480.00
SILVA	RETIREE HEALTH BENEFITS - APR 2022	357299	3/24/22	580.00
SMITH	RETIREE HEALTH BENEFITS - APR 2022	357303	3/24/22	320.00
SMITH	RETIREE HEALTH BENEFITS - APR 2022	357304	3/24/22	560.00
STEWART	RETIREE HEALTH BENEFITS - APR 2022	357310	3/24/22	200.00
TIPTON	RETIREE HEALTH BENEFITS - APR 2022	357317	3/24/22	250.00
UNGAB	RETIREE HEALTH BENEFITS - APR 2022	357321	3/24/22	600.00
VERRY	RETIREE HEALTH BENEFITS - APR 2022	357326	3/24/22	280.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - APR 2022	357328	3/24/22	480.00
VILLARIASA	RETIREE HEALTH BENEFITS - APR 2022	357329	3/24/22	480.00
WHITE	RETIREE HEALTH BENEFITS - APR 2022	357332	3/24/22	230.00
WILKINS	RETIREE HEALTH BENEFITS - APR 2022	357333	3/24/22	520.00
YBARRA	RETIREE HEALTH BENEFITS - APR 2022	357335	3/24/22	220.00
		<b>TOTAL HEALTH RETIREE:</b>		<b>29,875.00</b>
ACOSTA	SUPPLY REIMBURSMENT FOR NUTRITION CENTER	357163	3/24/22	100.00
ADMINSURE INC	WORKER'S COMPENSATION CLAIMS	357164	3/24/22	8,109.00
AEP CALIFORNIA LLC	PD PATROL VEHICLE	357165	3/24/22	48,410.98
AIRGAS USA LLC	MOP 45714 SAFETY APPAREL - PW	357166	3/24/22	600.49
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FY	357167	3/24/22	1,646.73
ANSER ADVISORY MANAGEMENT, LLC	GRANTS MANAGEMENT CIP PROJECTS - ENG/PW	357169	3/24/22	5,654.49
BURKE WILLIAMS & SORENSEN LLP	PROFESSIONAL SERVICES / CAO	357176	3/24/22	3,021.00
CDWG	CYLANCE ANTIVIRUS	357181	3/24/22	23,832.57
CHILDREN'S HOSPITAL	SAFE ROUTES TO SCHOOL PROGRAM - ENG/PW	357182	3/24/22	29,740.17
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT - FEB 2022	357183	3/24/22	307.61



**WARRANT REGISTER # 38**  
**3/24/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	357184	3/24/22	132.57
CODDINGTON LOCK AND SECURITY	CITYWIDE ELECTRONIC DOOR REPAIR / PW	357185	3/24/22	4,822.58
COLANTUONO HIGHSMITH	PROFESSIONAL SERVICES / CAO	357186	3/24/22	1,842.88
COMMERCIAL AQUATIC SERVICE INC	MUNICIPAL POOL SUPPLIES AND PARTS / PW	357189	3/24/22	1,449.76
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	357190	3/24/22	481.00
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY22	357193	3/24/22	2,077.72
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	357196	3/24/22	9,445.25
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	357197	3/24/22	4,802.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	357198	3/24/22	2,100.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	357199	3/24/22	1,320.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	357200	3/24/22	1,029.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	357201	3/24/22	661.50
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	357202	3/24/22	460.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	357203	3/24/22	380.00
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS	357205	3/24/22	256.00
D-MAX ENGINEERING INC	T&A 90396 - 724 CIVIC CENTER DRIVE - ENG	357209	3/24/22	1,369.05
D-MAX ENGINEERING INC	CIP 19-19 NC ROOSEVELT SMART GROWTH -ENG	357210	3/24/22	115.00
FASTER UMBRELLA LLC	APPRAISAL FOR 1845 E AVENUE NC CA 91950	357217	3/24/22	450.00
FERGUSON ENTERPRISES 1350	MOP 45723 GENERAL SUPPLIES- PW	357218	3/24/22	348.12
FIRE ETC	LA RESCUE LA875R LONG CREW BAG/FIRE	357221	3/24/22	2,836.27
FORD OF CHULA VISTA	2021 NCPD FORD INTERCEPTOR VEHICLE - ENG	357222	3/24/22	80,952.70
GEOSYNTEC CONSULTANTS INC	CNC DUCK POND GW MONITORING - ENG/PW	357225	3/24/22	1,302.75
GOVCONNECTION INC	V7 8GB 1600MHZ SDIMM MEM TAA COMPLIANT	357228	3/24/22	1,535.27
GRAINGER	BUILDING SUPPLIES AND EQUIPMENT FY 22	357229	3/24/22	941.07
IDEMIA IDENTITY & SECURITY USA	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	357237	3/24/22	16.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING	357238	3/24/22	290.00
KIMLEY HORN	8TH AND ROOSEVELT ATP - ENG/PW	357243	3/24/22	33,351.55
LASER SAVER INC	MOP#45725 OFFICE SUPPLIES / FINANCE	357246	3/24/22	184.82
LIEBERT CASSIDY WHITMORE	PERSONNEL MATTER	357248	3/24/22	1,323.00
LOUNSBERY FERGUSON	SD CO-PERMITTEES: STATE MANDATES CLAIM	357250	3/24/22	2,751.00
MCGOUGH	TRAINING ADV LDG ICI ROBBRY	357254	3/24/22	1,137.70
NAPA AUTO PARTS	MOP 45735- LOW VOC BRAKE CLNR/FIRE	357261	3/24/22	11.40
NATIONAL CITY MOTORCYCLES	SERVICE AND REPAIR FOR EMERGENCY	357262	3/24/22	2,350.75
NATIONAL CREDIT REPORTING	NOVEMBER-2021 FEE FOR CRIMINAL REPORT	357263	3/24/22	7.95
NATIONAL ELECTRIC WORKS, INC.	CIP 20-03 CIVIC CENTER BASEMENT POWER UP	357264	3/24/22	81,859.41
NINYO & MOORE	T&A 90552 - 233 ROOSEVELT AVE - ENG/PW	357265	3/24/22	160.82
NV5 INC	GEOTECHNICAL OBSER/TESTING PARADISE CREEK	357267	3/24/22	16,307.37
OFFICE SOLUTIONS BUSINESS	MOP 83778 OFFICE SUPPLIES/FINANCE	357268	3/24/22	71.11
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES-PW	357270	3/24/22	30.44
PACIFIC STATES PETROLEUM INC	HYDRAULIC & ENGINE OIL / PW	357271	3/24/22	935.07
PORTILLO CONCRETE INC	CIP 18-10 EULID AVE AND PED ENHANCEMENTS	357276	3/24/22	117,549.22
PRO BUILD COMPANY	MOP 45707- LEV 2-P USB CHR&RECEP/FIRE	357278	3/24/22	165.43
PROFESSIONAL SEARCH GROUP LLC	RECRUITMENT SERVICES	357279	3/24/22	7,950.10
PROJECT PROFESSIONALS CORP	CIP 20-03 CIVIC CENTER BASEMENT POWER UP	357280	3/24/22	13,431.62
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC/ NUTRITION	357281	3/24/22	881.36
RELIANCE STANDARD	MARCH 2022 - GRP VAI826233, VCI801146	357283	3/24/22	3,999.40
S D COUNTY VECTOR CNTRL PROGRM	MOSQUITO AND VECTOR DISEASE CONTROL	357287	3/24/22	66.96



**WARRANT REGISTER # 38**  
**3/24/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FOR CITY	357289	3/24/22	130.00
SAN DIEGO MECHANICAL ENERGY	REPAIRS TO HVAC SYSTEMS / PW	357290	3/24/22	2,930.00
SAN DIEGO MIRAMAR COLLEGE	ROT TUITION - R. QUIROGA	357291	3/24/22	23.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT	357292	3/24/22	23.00
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY22	357294	3/24/22	20.70
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	357295	3/24/22	549.36
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY22	357297	3/24/22	1,526.97
SILVER & WRIGHT LLP	PROFESSIONAL SERVICES / CAO	357300	3/24/22	3,562.40
SIRCHIE FINGER PRINT	CALIBRATION SERVICE CGD8800A / FIRE	357301	3/24/22	201.50
SMART & FINAL	MOP 45756 3/13 LUNCH MENU / NUTRITION	357302	3/24/22	19.43
SO CAL PPE, LLC	TURNOUT COAT AND PANTS CLEANING / PW	357305	3/24/22	10.00
SOUTHWEST SIGNAL SERVICE	STREETLIGHT SERVICE MAINTENANCE / PW	357306	3/24/22	14,383.02
SPOK INC	SPOK METROCALL PAGING FY22	357307	3/24/22	663.68
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / CCO	357308	3/24/22	482.79
STC TRAFFIC	GENERAL PROFESSIONAL SERVICES / PW/ENG	357309	3/24/22	20,282.50
SWEETWATER AUTHORITY	WATER BILL – WASTEWATER FY 2022	357311	3/24/22	726.41
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES- PW	357312	3/24/22	963.26
TELECOM LAW FIRM P C	PROFESSIONAL SERVICES / CAO	357313	3/24/22	300.00
TERMINIX INTERNATIONAL	ON-SITE PEST CONTROL SERVICES / PW	357314	3/24/22	1,074.00
THE PARTY	SENIOR SATURDAY KARAOKE SYSTEM	357315	3/24/22	50.00
THOMSON REUTERS WEST	ONLINE/SOFTWARE SUBSCRIPTION - CAO	357316	3/24/22	1,129.53
TODD PIPE & SUPPLY LLC	CITYWIDE PLUMBING MATERIALS & PARTS	357318	3/24/22	2,617.46
U S BANK	CREDIT CARD EXPENSES/LIBRARY	357319	3/24/22	119.99
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2022	357320	3/24/22	468.45
UNITED LABORATORIES INC	BIO BRIGADE ODOR SPRAYER PACK	357322	3/24/22	460.01
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	357323	3/24/22	847.93
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES- PW	357324	3/24/22	828.80
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY22	357325	3/24/22	125.53
VIDEO TRACK LLC	DIGITAL, AUDIO, VISUAL TRANSCRIPTION SVC	357327	3/24/22	175.00
WALTERS	TRAINING REIMB SLI 5 / PW	357330	3/24/22	253.13
WEAVER	TRAVEL EXPENSE REPORT - PARMA CONFERENCE	357331	3/24/22	1,118.66
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES - PW	357334	3/24/22	262.89

**A/P Total 613,570.41**

<b>PAYROLL</b>				
<b>Pay period</b>	<b>Start Date</b>	<b>End Date</b>	<b>Check Date</b>	
7	3/8/2022	3/21/2022	3/30/2022	1,144,772.40

**GRAND TOTAL \$ 1,758,342.81**

The following page(s) contain the backup material for Agenda Item: [Warrant Register #39 for the period of 3/25/22 through 3/31/22 in the amount of \\$238,388.08. \(Finance\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** May 3, 2022

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #39 for the period of 3/25/22 through 3/31/22 in the amount of \$238,388.08. (Finance)

**PREPARED BY:** Karla Apalategui, Senior Accountant Assistant **DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** *Molly Brown*

**EXPLANATION:**

Per Government Section Code 37208, below are the payments issued for period 3/25/22 - 3/31/22. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
SDG&E	357378	78,170.72	Gas and Electric for Facilities for FY22

**FINANCIAL STATEMENT:**

**APPROVED:** *Paulette Spillone* **FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Warrant total \$238,388.08.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify Warrants Totaling \$238,388.08.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 39



**WARRANT REGISTER # 39  
3/31/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SILVER & WRIGHT LLP	PROFESSIONAL SERVICES / CAO	357336	3/28/22	27,266.18
SAN DIEGO GAS & ELECTRIC	UTILITIES FOR NUTRITION CENTER	357337	3/29/22	4,187.20
TELECOM LAW FIRM P C	TELECOM LAW FIRM INVOICE #11216	357338	3/29/22	384.00
AIRGAS USA LLC	MOP 45714 GENERAL SUPPLIES- PW	357339	3/31/22	257.02
ALDEMCO	FOOD / NUTRITION CENTER	357340	3/31/22	1,175.60
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	357341	3/31/22	953.74
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 GENERAL SUPPLIES - PW	357342	3/31/22	49.82
CANON SOLUTIONS AMERICA INC.	MAINTENANCE SERVICE PERIOD 3/1/2022-3/31/22	357343	3/31/22	83.28
CHENG	T&A 90508 - PERFORMANCE BOND REIMBURSEMNT	357344	3/31/22	28,000.00
CLEAN HARBORS ENVIRONMENTAL	HOUSEHOLD WASTE FOR FEBRUARY 2022	357345	3/31/22	1,491.03
COUNTY OF SAN DIEGO	COUNTY OF SAN DIEGO MAIL POSTAGE BILLING	357346	3/31/22	6,037.95
COUNTY OF SAN DIEGO	MAIL POSTAGE BILLING JANUARY-22/ SECTION	357347	3/31/22	2,481.64
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	357348	3/31/22	2,138.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	357349	3/31/22	1,278.81
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	357350	3/31/22	590.00
DEVANEY PATE MORRIS & CAMERON	LIABILITY CLAIM COST	357351	3/31/22	3,307.60
DEVANEY PATE MORRIS & CAMERON	LIABILITY CLAIM COST	357352	3/31/22	240.44
ENVIRONMENTAL HEALTH COALITION	MARKETING AND COMMUNICATIONS	357353	3/31/22	6,000.00
ESGIL LLC	PLAN CHECKS FOR FIRE DEPARTMENT FOR FY22	357354	3/31/22	669.90
FEDEX	EMPLOYEE PERSONNEL FILES & POLICE TESTING	357355	3/31/22	265.74
FIRE ETC	1.5X3/8 SMOOTH BORE TAPERED TIP/FIRE	357356	3/31/22	205.54
H&E EQUIPMENT SERVICES INC	GENIE LIFT - ENG/PW	357357	3/31/22	21,645.93
HEALTH NET	GRP #N7176A - APRIL 2022	357358	3/31/22	1,884.24
HEALTH NET	GRP #N7176F - APRIL 2022	357359	3/31/22	1,646.41
HEALTH NET	GRP #N7177A - APRIL 2022	357360	3/31/22	1,277.44
HEALTH NET	GRP #R1192R - APRIL 2022	357361	3/31/22	857.33
HEALTH NET INC	GRP #LB439A - APRIL 2022	357362	3/31/22	6,160.68
HEALTH NET INC	GRP #LB439F - APRIL 2022	357363	3/31/22	735.61
I LOVE A CLEAN SAN DIEGO	RFW COMMUNITY SERVICES DAY VIRTUAL CLEAN	357364	3/31/22	1,300.00
LASER SAVER INC	MOP 45725 GENERAL OFFICE PRINTING SUPPLIES	357365	3/31/22	207.66
MASON'S SAW	MOP 45729 EQUIPMENT SUPPLIES & REPAIR -PW	357366	3/31/22	155.66
MAZZARELLA & MAZZARELLA LLP	LIABILITY CLAIM COST	357367	3/31/22	175.00
MEYERS, NAVE, RIBACK, SILVER	PROFESSIONAL SERVICES / CAO	357368	3/31/22	2,482.50
NATIONAL CREDIT REPORTING	OCTOBER -2021 FEE FOR CRIMINAL REPORT	357369	3/31/22	511.10
NOWDOCS INTERNATIONAL INC	1099 ENVELOPES FOR SECTION 8 DEPARTMENT	357370	3/31/22	107.67
OFFICE SOLUTIONS BUSINESS	MOP 83778- FIRE ADMIN OFC SUPPLIES/FIRE	357371	3/31/22	58.14
OLIVEWOOD GARDENS	MARKETING AND COMMUNICATIONS	357372	3/31/22	6,000.00
O'REILLY AUTO PARTS	MOP 75877 AUTO SUUPLIES - PW	357373	3/31/22	32.61
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES- PW	357374	3/31/22	942.88
PEREZ	LUNCH MENU INGREDIENTS	357375	3/31/22	53.67
PROFESSIONAL SEARCH GROUP LLC	TEAM STAFF- DANIEL GONZALEZ / SEC 8	357376	3/31/22	2,440.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES -PW	357377	3/31/22	1,115.50
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY22	357378	3/31/22	78,170.72
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	357379	3/31/22	969.24
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	357380	3/31/22	83.88
SMART & FINAL	MOP 45756 3/18 LUNCH MENU/ NUTRITION	357381	3/31/22	117.38
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES- PW	357382	3/31/22	15.53
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES	357383	3/31/22	702.69



**WARRANT REGISTER # 39  
3/31/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
STATE CONTROLLER	ANNUAL STREET REPORT 20/21 FY	357384	3/31/22	3,067.54
TERMINIX INTERNATIONAL	MARCH MONTHLY PEST CONTROL SERVICES	357385	3/31/22	78.00
THE LINCOLN NATIONAL LIFE INS	GRP #415491 - APRIL 2022	357386	3/31/22	9,420.78
T'S & SIGNS	PERSONLIZED CUSTOM UMBRELLA 42" / CSD	357387	3/31/22	7,849.58
U S BANK	CREDIT CARD EXPENSES/FINANCE	357388	3/31/22	485.00
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 ELECTRIC SUPPLIES - PW	357389	3/31/22	214.29
VELARDE SALES	LICENSE REIMBURSEMENT	357390	3/31/22	85.00
WESTFLEX INDUSTRIAL	MOP 63850 GENERAL SUPPLIES - PW	357391	3/31/22	253.48
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES - PW	357392	3/31/22	21.45
			<b>A/P Total</b>	<b>238,388.08</b>
	<b>GRAND TOTAL</b>			<b>\$ 238,388.08</b>

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of a Resolution of the City Council of the City of National City adopting the U.S Department of Housing and Urban Development \(HUD\) 2022-2023 Annual Action Plan and the allocation of 2022-2023 HUD entitlement grant funds and program income to Community Development Block Grant \(CDBG\) and HOME Investment Partnerships \(HOME\) Program activities proposed for 2022-2023 Annual Action Plan. \(Housing Authority\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** May 3, 2022

**AGENDA ITEM NO.**

**ITEM TITLE:**

Public Hearing No. 2 of 2 and adoption of a Resolution of the City Council of the City of National City adopting the U.S Department of Housing and Urban Development (HUD) 2022-2023 Annual Action Plan and the allocation of 2022-2023 HUD entitlement grant funds and program income to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for 2022-2023 Annual Action Plan.

**PREPARED BY:** Angelita Palma,  Housing Programs Manager

**DEPARTMENT:** Housing Authority

**PHONE:** (619) 336-4219

**APPROVED BY:** 

**EXPLANATION:**

In accordance with the federal regulations at 24 CFR, Part 91, the City of National City (City) is required to prepare and submit an Annual Action Plan for its Housing and Community Development Entitlement Programs funded by the U.S. Department of Housing and Urban Development (HUD). The Third-Year Action Plan for program year 2022-2023 outlines how the City intends to spend an estimated \$744,200.00 in federal Community Development Block Grant (CDBG) and \$470,687.00 in federal HOME Investment Partnerships (HOME) Program entitlement funds.

A second Public Hearing will be conducted at the regularly scheduled City Council meeting on May 3, 2022 to review public comments received during a 30-day public review period from March 18 through April 18, 2022, on the draft 2022-2023 Annual Action Plan; and to provide interested persons and community groups with one last opportunity to share their thoughts regarding the Plan and the CDBG and HOME Program activities being proposed for program year 2022-2023. After all public comments have been considered at the Public Hearing on May 3, 2022, the City Council may adopt the Third-Year Action Plan and activities for submission to HUD before May 16, 2022. Additional information can be found on attachment number one.

**FINANCIAL STATEMENT:**

**APPROVED:** 

**Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

**MIS**

The City will receive an estimated \$744,200 in CDBG and \$328,300 in HOME Program funds for FY 2023. In addition, the City will reprogram to FY 2023 \$142,387 in HOME program income received.

**ENVIRONMENTAL REVIEW:**

No CEQA Exemption - This action is not subject to review under the California Environmental Quality Act

**ORDINANCE:**  **INTRODUCTION:**  **FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Conduct the Public Hearing and adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

Not applicable to this report.

**ATTACHMENTS:**

1. Explanation
2. Public Hearing Notice
3. Action Plan Funding
4. Resolution

City of National City  
May 3, 2022  
Staff Report Explanation

**Public Hearing No. 2 of 2 and adoption of a Resolution of the City Council of the City of National City adopting the U.S Department of Housing and Urban Development (HUD) 2022-2023 Annual Action Plan and the allocation of 2022-2023 HUD entitlement grant funds and program income to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for 2022-2023 Annual Action Plan.**

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**OVERVIEW** | The U.S. Department of Housing and Urban Development (HUD) provides annual grants on a formula basis to entitlement cities and counties, including the City of National City for its Community Planning and Development Programs (CPD). The City of National City (City) receives Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds on an annual basis. The primary statutory objectives of the CDBG Program are to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for low and moderate-income persons. The HOME Program intends to expand the supply of decent, safe, sanitary, and affordable housing.

The 2020-2024 Consolidated Plan is the framework for the HUD CDBG and HOME entitlement programs. The Consolidated Plan outlines the City's housing and non-housing community development needs and priorities over five years. The annual action plan outlines how those needs and priorities will be addressed through CDBG and HOME funds.

**ESTIMATED FUNDING** | The entitlement amounts shown in the Action Plan funding (Attachment No. 3) estimated entitlement awards for CDBG and HOME. HUD has not released funding allocations for program year 2022- 2023. Staff has proposed program funding recommendations for consideration by City Council. Funding commitments to any activity will depend on the ability to fund the activity with the actual award made to the City by HUD.

When HUD releases the final CDBG entitlement award, if additional funding is received it will be applied to the recommended CDBG Activity Set-Aside. If there is a decrease in the CDBG entitlement award, the CDBG Set-Aside and activities listed under Program Administration will be decreased proportionately. Likewise, if the HOME entitlement award is increased or decreased, each HOME activity will increase or decrease proportionally.

The City Manager will review and accept the final funding commitments as directed by the City Council.

**PUBLIC NOTICING** | Public participation is an essential part of the development of the Annual Action Plan. All noticing for this process which sets forth the City's policies and procedures for citizen participation, is described in the Citizen and Community Participation Plan per City Council Resolution 2020-84 and can be found at [www.nationalcityca.gov/cdg-home](http://www.nationalcityca.gov/cdg-home).

**ANNUAL ACTION PLAN** | Hard copies of the proposed plan are available through the City Clerk's office (1243 National City Blvd.) or by calling the CDBG and HOME Program Administer Angelita Palma at 619-336-4219. The document is also available to the public at the City of National City website on the CDBG and HOME web page at [www.nationalcityca.gov/cdbg-home](http://www.nationalcityca.gov/cdbg-home).

City of National City  
May 3, 2022  
Staff Report Explanation

**PUBLIC HEARINGS** | Project and Program funding recommendations for the CDBG and HOME entitlement grant funds and program income were presented at the first public hearing held on March 15, 2022. A second Public Hearing will be conducted on May 3, 2022, to review public comments received during a 30-day public review period (March 18 through April 18, 2022) of the draft 2022-2023 Annual Action Plan; and to provide interested persons and community groups with one last opportunity to share their thoughts regarding the Plan and the CDBG and HOME Program activities being proposed. After all public comments have been considered at the Public Hearing on May 3, 2022, the City Council may adopt the 2022-2023 Action Plan and proposed CDBG and HOME Program and activities for submission to HUD before May 13, 2022.

The advertisement for the public hearing was made in English, Spanish, and Tagalog.

**HUD REVIEW:** Upon receipt of the 2022-2023 Action Plan, HUD has 45 days to review and accept the Action Plan. HUD typically notifies the City that the Action Plan is accepted by mid to late July.

City of National City  
May 3, 2022  
Staff Report Explanation

## CDBG & HOME Programs

<b>Annual Action Plan Timeline</b>	
<b>Date</b>	<b>Action</b>
Tuesday, November 16, 2021	CDBG/HOME Notice of funding availability and grant funding applications available
Monday, December 6, 2021	Application submission deadline for CDBG and HOME FY 2022 funding is due at 6:00 P.M.
January - April	Drafting of the 2022-2023 Action Plan
February	Application Review Period
March 4, 2022 to March 14, 2022	10-day Notice of Public Review Period and Notice of Public Hearing for the Draft 2022-2023 Action Plan
Tuesday, March 15, 2022	Public Hearing No.1 on the 2022-2023 Action Plan and application funding recommendation to the City Council
March 18, 2022 to April 18, 2022	30-day Notice Public Review period and Notice of Public Hearing for the Draft 2022-2023 Action Plan
Tuesday, May 3, 2022	Virtual Public Hearing No. 2 (Final) to Approve the Draft 2022-2023 Action Plan
Monday, May 16, 2022	Submission of the 2022-2023 Annual Action Plan to HUD
May	Application Award Notification
June - July	Begin contract negotiations with selected CDBG and HOME subrecipients and initiate environmental reviews.
Friday, July 1, 2022	Beginning of Program Year
<b>NOTES</b>	
All dates listed herein are tentative and are subject to change. Therefore, persons relying on this Schedule must contact the CDBG and HOME Program Administer at 619-336-4219 to confirm the actual date of each event listed above as the timeframe nears.	



**PUBLIC NOTICE**  
**CITY OF NATIONAL CITY**

**30 DAY PUBLIC REVIEW PERIOD AND FINAL PUBLIC HEARING  
FOR THE DRAFT 2022-2023 ANNUAL ACTION PLAN**

Notice is hereby given by the City of National City that the draft Annual Action Plan for program year 2022-2023 has been prepared. The Annual Action Plan outlines how the City plans to spend an estimated \$744,200 in Community Development Block Grant (CDBG) funds and \$470,687 in HOME Investment Partnerships (HOME) Program funds on activities that address the community development and housing needs of the City. In accordance with the federal regulations at 24 CFR, Part 91, the City of National City is required to prepare and submit an Annual Action Plan for its Housing and Community Development Programs to the U.S. Department of Housing and Urban Development (HUD).

In order to obtain the views of residents, public agencies, and other interested parties, the City of National City has the draft Annual Action Plan goals and activities for program year 2022-2023 online [www.nationalcityca.gov/cdbg-home](http://www.nationalcityca.gov/cdbg-home) beginning March 18, 2022. A hardcopy of the plan will also be available through the Office of the City Clerk located at City Hall (1243 National City Blvd., National City, CA 91950) during normal hours of operation. The information will be available for public review for 30 days. Public comment on the draft 2022-2023 Annual Action Plan can be directed by mail to the City of National City Housing Authority at 1243 National City Blvd., National City, CA 91950, by email to [housing@nationalcityca.gov](mailto:housing@nationalcityca.gov), or by phone at 619-336-4254.

A second and final Public Hearing will be conducted at the regularly scheduled City Council meeting on May 3, 2022, to review public comments received during a 30-day public review period (March 18 through April 18, 2021) on the draft 2022-2023 Annual Action Plan. This public hearing will also provide interested persons and community groups with one last opportunity to share their thoughts regarding the Plan and the CDBG and HOME Program activities being proposed. After all public comments have been considered at the Public Hearing on May 3, 2022, the City Council will adopt the 2022-2023 Action Plan and proposed CDBG and HOME Program funding recommendations. The Action Plan will then be submitted to HUD for review and acceptance.

Public participation is an essential part of the development of the Annual Action Plan. Interested persons and community groups are invited to watch and participate in the hearing, held online at [www.nationalcityca.gov/webcast](http://www.nationalcityca.gov/webcast).

Public comment may be submitted prior to the meeting in writing by email at [publiccomment@nationalcityca.gov](mailto:publiccomment@nationalcityca.gov); please provide the agenda item number or title of the item in the subject line of the email. Public comments or testimony are limited to three (3) minutes. All email comments received by 1:00 p.m. on the day of the meeting will be made a part of the official record. To provide live public comment during the meeting, you must pre-register on the City's website at <https://www.nationalcityca.gov/publiccomment> by 1:00 p.m. on the day of the regular meeting to join the City Council Meeting. For more information regarding this process, please contact the City Clerk's Office at (619) 336-7328 or email at [clerk@nationalcityca.gov](mailto:clerk@nationalcityca.gov). Hearing-impaired persons, please use the CAL Relay Service Number 711. Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4391.

Carlos Aguirre, Housing Authority Director  
City of National City  
March 19, 2022



## **PAMPUBLIKONG PAUNAWA LUNGSOD NG NATIONAL CITY**

### **30 ARAW NA PANAHOON NG PAMPUBLIKONG PAGSUSURI AT HULING PAMPUBLIKONG PAGDINIG PARA SA DRAFT 2022-2023 NA TAUNANG PLANO NG PAGKILOS**

Narito ang paunawa na ibinigay ng Lungsod ng National City na naihanda na ang draft na Taunang Planong Pagkilos para sa taon ng programa na 2022-2023. Binabalangkas ng Taunang Plano ng Pagkilos kung paano pinaplano ng Lungsod na gumastos ng tinatayang \$744,200 sa mga pondo ng Community Development Block Grant (CDBG) at ng \$470,687 sa mga pondo ng Programang HOME Investment Partnerships (HOME) para sa mga gawaing tumutugon sa mga pangangailangan ng Lungsod sa pagpapaunlad ng komunidad at pabahay. Alinsunod sa mga pederal na regulasyon sa 24 CFR, Part 91, iniaatas sa Lungsod ng National City na maghanda at magsumite ng Taunang Plano ng Pagkilos para sa mga Programa nito sa Pabahay at Pagpapaunlad ng Komunidad sa U.S. Department of Housing and Urban Development (HUD).

Upang matingnan ng mga residente, pampublikong ahensya, at iba pang interesadong panig, inilagay ng Lungsod ng National City ang mga layunin at gawain ng draft na Taunang Plano ng Pagkilos para sa taon ng programa na 2022-2023 online [www.nationalcityca.gov/cdbg-home](http://www.nationalcityca.gov/cdbg-home) simula Marso 18, 2022. Magiging available din ang hardcopy ng plano sa pamamagitan ng Office of the City Clerk na matatagpuan sa City Hall (1243 National City Blvd., National City, CA 91950) tuwing mga normal na oras ng pagpapataktbo. Ang impormasyon ay magiging available para sa pampublikong pagsusuri sa loob ng 30 araw. Ang pampublikong komento sa draft 2022-2023 ng Taunang Plano ng Pagkilos ay pwedeng idirekta sa pamamagitan ng pagsulat sa Housing Authority ng Lungsod ng National City sa 1243 National City Blvd., National City, CA 91950, sa pamamagitan ng pag-email sa [housing@nationalcityca.gov](mailto:housing@nationalcityca.gov), o pagtawag sa 619-336-4254.

May pangalawa at huling Pampublikong Pagdinig na isasagawa sa regular na nakaiskedyul na meeting ng Konseho ng Lungsod sa Mayo 3, 2022, para suriin ang mga pampublikong komento na natanggap sa loob ng 30 araw na panahon ng pampublikong pagsusuri (Marso 18 hanggang Abril 18, 2021) ng draft 2022-2023 na Taunang Plano ng Pagkilos. Ang pampublikong pagdinig na ito ay makakapagbigay rin sa mga interesadong tao at pangkat ng komunidad ng huling pagkakataong ibahagi ang kanilang nga saloobin tungkol sa Plano at sa mga ipinapanukalang gawain sa CDBG at Programang HOME. Pagkatapos mapakinggan ang lahat ng pampublikong komento sa Pampublikong Pagdinig sa Mayo 3, 2022, ipagtitibay ng Konseho ng Lungsod ang 2022-2023 na Plano ng Pagkilos at ang mga ipinapanukalang rekomendasyon sa pagpopondo ng CDBG at Programang HOME. Isusumite ang Plano ng Pagkilos sa HUD para sa pagsusuri at pagtanggap.

Ang pakikilahok ng publiko ay mahalagang bahagi ng pagbuo ng Taunang Plano ng Pagkilos. Ang mga interesadong tao at pangkat ng komunidad ay inaanyayahang manood at makilahok sa pagdinig, na idinaraos online sa [www.nationalcityca.gov/webcast](http://www.nationalcityca.gov/webcast).

Maaring magsumite ng pampublikong komento bago ang meeting sa pamamagitan ng pagpapadala ng email sa [publiccomment@nationalcityca.gov](mailto:publiccomment@nationalcityca.gov); pakilagay ang agenda item number o pamagat ng item sa subject line ng email. Ang mga pampublikong komento o pahayag ay limitado sa tatlong (3) minuto. Ang lahat ng komentong matatanggap sa email pagsapit ng 1:00 p.m. sa araw ng meeting ay gagawing bahagi ng opisyal na talaan. Upang magbigay ng live na pampublikong komento sa oras ng meeting, kailangan ninyong mag-preregister sa website ng Lungsod sa <https://www.nationalcityca.gov/publiccomment> bago mag-1:00 p.m. sa araw ng regular na meeting upang makalahok sa Meeting ng Konseho ng Lungsod. Para sa higit pang impormasyong kaugnay ng prosesong ito, mangyaring makipag-ugnayan sa City Clerk's Office sa (619) 336-7328 o mag-email sa [clerk@nationalcityca.gov](mailto:clerk@nationalcityca.gov). Para sa mga taong may kapansanan sa pagdinig, pakigamit ang CAL Relay Service Number na 711. Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4391.

Carlos Aguirre, Housing Authority Director  
Lungsod ng National City  
Marso 19, 2022



## **AVISO PÚBLICO**

### **Ciudad de National City**

#### **PERÍODO DE REVISIÓN PÚBLICA DE 30 DÍAS Y AUDIENCIA PÚBLICA FINAL PARA EL BORRADOR DEL PLAN DE ACCIÓN ANUAL DE 2022-2023**

Por la presente, la Ciudad de la Ciudad Nacional informa que se ha preparado el proyecto de Plan de Acción Anual para el año programático 2022-2023. El Plan de Acción Anual describe cómo la Ciudad planea gastar un estimado de \$744,200 en fondos del Bloque de Desarrollo Comunitario (CDBG) y \$470,687 en fondos del Programa HOME Investment Partnerships (HOME) en actividades que abordan las necesidades de desarrollo comunitario y vivienda de la Ciudad. De conformidad con las regulaciones federales de 24 CFR, Parte 91, la Ciudad de la Ciudad Nacional debe preparar y presentar un Plan de Acción Anual para sus Programas de Vivienda y Desarrollo Comunitario al Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD).

Con el fin de obtener las opiniones de los residentes, las agencias públicas y otras partes interesadas, la Ciudad de National City tiene en línea el borrador de las metas y actividades del Plan de Acción Anual para el año del programa 2022-2023 [www.nationalcityca.gov/cdbg-home](http://www.nationalcityca.gov/cdbg-home) a partir del 18 de marzo de 2022. Una copia impresa del plan también estará disponible a través de la Oficina del Secretario de la Ciudad ubicada en el Ayuntamiento (1243 National City Blvd., National City, CA 91950) durante las horas normales de operación. La información estará disponible para revisión pública durante 30 días. Los comentarios públicos sobre el borrador del Plan de Acción Anual 2022-2023 se pueden dirigir por correo a la Autoridad de Vivienda de la Ciudad Nacional de la Ciudad en 1243 National City Blvd., National City, CA 91950, por correo electrónico a [housing@nationalcityca.gov](mailto:housing@nationalcityca.gov), o por teléfono al 619-336-4254.

Una segunda y última audiencia pública se llevará a cabo en la reunión regularmente programada del Concejo Municipal el 3 de mayo del 2022, para revisar los comentarios públicos recibidos durante un período de revisión pública de 30 días (del 18 de marzo al 18 de abril del 2021) sobre el borrador del Plan de Acción Anual 2022-2023. Esta audiencia pública también proporcionará a las personas y grupos comunitarios interesados una última oportunidad para compartir sus pensamientos con respecto al Plan y las actividades del Programa CDBG y DEL PROGRAMA DE HOGAR que se proponen. Después de que todos los comentarios públicos han sido considerados en la Audiencia Pública el 3 de mayo de 2022, el Concejo de la Ciudad adoptará el Plan de Acción 2022-2023 y las recomendaciones propuestas de financiamiento del CDBG y del Programa DE HOGAR. El Plan de Acción se presentará a HUD para su revisión y aceptación.

La participación pública es una parte esencial del desarrollo del Plan de Acción Anual. Se invita a las personas interesadas y a los grupos comunitarios a que observen y participen en la audiencia, que se celebra en línea en [www.nationalcityca.gov/webcast](http://www.nationalcityca.gov/webcast).

El comentario público puede ser enviado antes de la reunión por escrito por correo electrónico a [publiccomment@nationalcityca.gov](mailto:publiccomment@nationalcityca.gov); por favor proporcione el número de ítem de la agenda o el título del ítem en la línea de asunto del correo electrónico. Los comentarios o testimonios del público están limitados a tres (3) minutos. Todos los comentarios por correo electrónico recibidos antes de las 1:00 horas del día de la reunión se harán parte del acta oficial. Para proporcionar comentarios públicos en vivo durante la reunión, debe registrarse previamente en el sitio web de la Ciudad en <https://www.nationalcityca.gov/publiccomment> antes de la 1:00 p.m. del día de la reunión ordinaria para unirse a la reunión del Concejo Municipal. Para obtener más información sobre este proceso, comuníquese con la Oficina del Secretario de la Ciudad al (619) 336-7328 o envíe un correo electrónico a [clerk-nationalcityca.gov](mailto:clerk-nationalcityca.gov). Personas con discapacidad auditiva, utilice el número de servicio de retransmisión CAL 711.

Carlos Aguirre, Housing Authority Director  
Ciudad de National City  
marzo 4, 2022



**ESTIMATED**  
**Community Development Block Grant (CDBG) and**  
**HOME Investment Partnership (HOME) Annual Action Plan**  
**Funding Recommendations for HUD Program Year 2022**  
**City Fiscal Year 2022-2023**

CDBG Entitlement:	\$ 744,200.00	HOME Entitlement:	\$ 328,300.00
CDBG Program Income 2022:	\$ -	HOME Program Income 2022:	\$ 142,387.00
<b>Total CDBG funds available:</b>	<b>\$ 744,200.00</b>	<b>Total HOME funds available:</b>	<b>\$ 470,687.00</b>

**Community Development Block Grant (CDBG) Program**

**Non-Public Service Funds Available**

Applicant Name	Program Name	Amount
Fire Department	Fire Station 34 Sections 108 Loan Payment	\$ 588,862.00

**Planning and Administration Funds Available**

Applicant Name	Program Name	Amount
National City Housing Authority	CDBG Program Administration	\$ 108,840.00
CSA San Diego County	Fair Housing & Tenant Landlord Services	\$ 40,000.00

**CDBG Activity Set-Aside**

Applicant Name	Program Name	Amount
National City Housing Authority	CDBG Activity Set-Aside	\$ 6,498.00

**CDBG TOTAL: \$ 744,200.00**

**HOME Investments Partnership(HOME) Program**

**Project Funds**

Applicant Name	Program Name	Amount
National City Housing Authority	Affordable Housing Activities Set-Aside	\$ 374,373.00
National City Housing Authority set-aside for a Community Housing Development Organization	CHDO Set-Aside	\$ 49,245.00

**Planning and Administration**

Applicant Name	Program Name	Amount
National City Housing Authority	HOME Program Administration	\$ 47,069.00

**HOME TOTAL: \$ 470,687.00**

The numbers above are estimated entitlement awards for CDBG and HOME is estimated. U.S Department of Housing and Urban Development (HUD) has not released funding allocations for program year 2022- 2023. Staff has proposed program funding recommendations for consideration by City Council. Funding commitments to any activity will depend on the ability to fund the activity with the actual award made to the City by HUD.

When HUD releases the final CDBG entitlement award, if additional funding is received it will be applied to the recommended CDBG Activity Set-Aside. If there is a decrease in the CDBG entitlement award, the CDBG Set-Aside and activities listed under Program Administration will be decreased proportionately. Likewise, if the HOME entitlement award is increased or decreased, each HOME activity will increase or decrease proportionately.

The City Manager will review and accept the final funding commitments as directed by the City Council.

**RESOLUTION NO. 2022 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ADOPTING THE U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) 2022-2023 ANNUAL ACTION PLAN AND ALLOCATING THE 2022-2023 HUD ENTITLEMENT GRANT FUNDS AND PROGRAM INCOME TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM ACTIVITIES PROPOSED FOR THE 2022-2023 ANNUAL ACTION PLAN**

**WHEREAS**, as an entitlement community, the City of National City ("City") administers the Community Development Block Grant ("CDBG") and the Home Investment Partnerships Act ("HOME") Program for the Federal Government under the United States Department of Housing and Urban Development ("HUD"); and

**WHEREAS**, per the federal regulations at 24 CFR, Part 91, the City is required to prepare and submit an Annual Action Plan for Housing and Community Development Programs funded by CDBG and HOME; and

**WHEREAS**, HUD requires that all CDBG and HOME Program entitlement communities, such as the City of National City, hold at least two public hearings and a 30-day public comment period to solicit input on the 2022-2023 Annual Action Plan; and

**WHEREAS**, the City Council conducted a duly advertised Public Hearing on March 15, 2022, and May 3, 2022, to receive input from the public; and

**WHEREAS**, the 30-day comment period for the 2022-2023 Annual Action Plan occurred from March 18, 2022, to April 18, 2022; and

**WHEREAS**, the City will incorporate public comments received for the 2022-2023 Annual Action Plan; and

**WHEREAS**, HUD has not released entitlement appropriations to the City and staff has estimated the 2022-2023 HUD formula allocation to be \$744,200.00 for CDBG and \$328,300.00 for the HOME Program which have been used to determine the Annual Action Plan activities to consider for funding identified in Exhibit "A"; and

**WHEREAS**, staff will make necessary adjustments to the CDBG and HOME activity allocations listed in the Annual Action Plan by following the method described in Exhibit "A" when final appropriations are provided by HUD; and

**WHEREAS**, the City Manager will be authorized to approve any adjustments made to CDBG activity allocations. Staff will return to ratify the final entitlement appropriations to activities funded to City Council at the next available City Council meeting after HUD's final entitlement appropriations are received; and

**WHEREAS**, City staff has also identified and verified program income received from the HOME Program in the amount of \$142,387.00 to supplement further the funding of activities in the 2022-2023 Annual Action Plan as listed in the attached Exhibit "A."

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1:** HUD has not released entitlement appropriations to the City.

**Section 2:** City Council authorizes staff to make necessary adjustments to the CDBG and HOME activity allocations listed in the Annual Action Plan by following the method described in Exhibit "A" when final entitlement appropriations are provided by HUD; and

**Section 3:** City Council authorizes the City Manager to approve any adjustments made to CDBG activity allocations. Staff will return to ratify the final entitlement appropriations to activities funded to City Council at the next available City Council meeting after HUD's final entitlement appropriations are received; and

**Section 4:** City Council authorizes allocating \$142,387.00 in HOME Program income to supplement the funding of activities specified in the 2022-2023 Annual Action Plan, as set forth in Exhibit "A."

**Section 5:** City Council authorizes the submission of the 2022-2023 Annual Action Plan for the expenditure of said funds to HUD.

**Section 6:** City Council authorizes the City Manager to execute the final submission of the 2022-2023 Annual Action Plan, certifications, and agreements required by HUD to fully implement the activities funded under said Plan.

**Section 7:** City Council authorizes the City Manager to execute budget adjustments as necessary to reflect the funding allocations in the 2022-2023 Annual Action Plan.

**Section 8:** The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolution.

**PASSED and ADOPTED this 3rd day of May, 2022.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Chair

**ATTEST:**

\_\_\_\_\_  
Luz Molina, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Bell Jr., City Attorney



**ESTIMATED**  
**Community Development Block Grant (CDBG) and**  
**HOME Investment Partnership (HOME) Annual Action Plan**  
**Funding Recommendations for HUD Program Year 2022**  
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**Community Development Block Grant (CDBG) Program**

**Non-Public Service Funds Available**

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Applicant Name	Program Name	Amount
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**CDBG Activity Set-Aside**

Applicant Name	Program Name	Amount
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**CDBG TOTAL: \$ 744,200.00**

**HOME Investments Partnership(HOME) Program**

**Project Funds**

Applicant Name	Program Name	Amount
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**Planning and Administration**

Applicant Name	Program Name	Amount
National City Housing Authority	HOME Program Administration	\$ 47,069.00

**HOME TOTAL: \$ 470,687.00**

The numbers above are estimated entitlement awards for CDBG and HOME is estimated. U.S Department of Housing and Urban Development (HUD) has not released funding allocations for program year 2022- 2023. Staff has proposed program funding recommendations for consideration by City Council. Funding commitments to any activity will depend on the ability to fund the activity with the actual award made to the City by HUD.

When HUD releases the final CDBG entitlement award, if additional funding is received it will be applied to the recommended CDBG Activity Set-Aside. If there is a decrease in the CDBG entitlement award, the CDBG Set-Aside and activities listed under Program Administration will be decreased proportionately. Likewise, if the HOME entitlement award is increased or decreased, each HOME activity will increase or decrease proportionally.

The City Manager will review and accept the final funding commitments as directed by the City Council.

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of an Ordinance of the City of National City, California, Amending Chapter 2.64 of Title 2 of the National City Municipal Code relating to the Community Development Commission-Housing Authority of the City of National City. \(Housing Authority\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** | May 3, 2022 |

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Public Hearing and Adoption of an Ordinance of the City of National City, California, Amending Chapter 2.64 of Title 2 of the National City Municipal Code relating to the Community Development Commission-Housing Authority of the City of National City.

**PREPARED BY:** | Carlos Aguirre, Housing Director |

**DEPARTMENT:** Housing Authority

**PHONE:** | 619-336-4391 |

**APPROVED BY:** 

**EXPLANATION:**

| Please see Attachment No 1. |

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** | Not applicable. |

**APPROVED:** \_\_\_\_\_ **MIS**

There will be no financial impact resulting from this action.

**ENVIRONMENTAL REVIEW:**

| This action does not constitute a project under the California Environmental Quality Act ("CEQA") Guidelines Section 15378(b)(2). |

**ORDINANCE:** INTRODUCTION: |  | **FINAL ADOPTION:** |  |

**STAFF RECOMMENDATION:**

| Adopt an Ordinance of the City Council of the City of National City, California, Amending Chapter 2.64 of Title 2 of the National City Municipal Code. |

**BOARD / COMMISSION RECOMMENDATION:**

| Not applicable. |

**ATTACHMENTS:**

1. Staff Report
2. Redline of proposed changes to Chapter 2.64 of Title 2 of the National City Municipal Code
3. Ordinance Amending Chapter 2.64 of Title 2 of the National City Municipal Code



## CITY OF NATIONAL CITY STAFF REPORT

DATE: April 19, 2022

TO: Mayor and City Council

FROM: Charles E. Bell, Jr., City Attorney  
Brian Byun, Best Best & Krieger LLP  
Carlos Aguirre, Housing Director

SUBJECT: Ordinance of the City Council of the City of National City, California, Amending Chapter 2.64 of Title 2 of the National City Municipal Code

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### **Staff Recommendation:**

Approve an Ordinance of the City Council of the City of National City, California, Amending Chapter 2.64 of Title 2 of the National City Municipal Code

### **Background:**

In 1975, the City of National City (“City”) approved and adopted Ordinance No. 1484, which established the Community Development Commission (“CDC”) and Housing Authority, pursuant to Health and Safety Code section 34100 et seq. Under Ordinance No. 1484, which is codified in National City Municipal Code Chapter 2.64, the CDC operated both the Redevelopment Agency (“RDA”) and the Housing Authority functions as a single entity.

However, on June 28, 2011, the Governor signed Assembly Bill No. ABx1 26 (“ABx1 26”), which legislatively eliminated redevelopment agencies and redevelopment agency components of community development commissions, but also expressly provided that “[n]othing in this part dissolves or otherwise affects the authority of a community redevelopment commission, other than in its authority to act as a redevelopment agency, in its capacity as a housing authority or for any other community development purpose of the jurisdiction in which it operates.” Accordingly, while the RDA was dissolved, the Housing Authority has continued to exist and the CDC has continued to have authority to carry out Housing Authority functions and other community improvement activities not prohibited by ABx1 26.

Moreover, the City Council designated the Community Development Commission-Housing Authority of the City of National City (“CDC-HA”) to serve as the “Successor Housing Entity” for all housing assets of the former RDA. As the Successor Housing Entity of the dissolved RDA, the CDC-HA was designated as the entity responsible for performing the housing functions previously performed by the dissolved RDA (and the CDC acting in its capacity as the RDA), as well as the entity to receive the transfer of, without limitation, all of the housing assets, rights, powers, duties, obligations, liabilities and functions previously performed by the RDA (and the CDC acting in its capacity as the RDA).

**Housing Asset Transfers:**

Along with dissolving redevelopment agencies, ABx1 26 also required the Successor Agency (“SA”) of the former RDA to officially transfer the housing assets of the SA to the CDC-HA as the Successor Housing Entity under ABx1 26 by submitting a Housing Asset Transfer Form listing all housing assets for approval by the Oversight Board and State of California Department of Finance. However, certain parcels owned by the CDC prior to the above-noted changes in state law were not listed on the Housing Asset Transfer Form for various reasons. These parcels included the following three parcels: (1) the Morgan Senior Tower (which includes the George H. Waters Nutrition Center [“Nutrition Center”]), (2) the Kimball Senior Tower, and (3) the Kimball Senior Center (together, the “Parcels”), all of which were acquired by the City through the CDC with non-RDA funds and are held in the name of the CDC in its capacity other than as the RDA.

**Proposed Ordinance:**

The proposed Ordinance is intended to officially designate the CDC-HA as the successor entity of the CDC for all purposes, in part to clarify the ownership of the Parcels by the CDC-HA.

**Chapter 2.64 — ~~HOUSING AUTHORITY AND~~ COMMUNITY DEVELOPMENT COMMISSION — HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

**2.64.010** Community Development Commission. The Housing Authority and Community Development Commission were established in 1975. The Community Development Commission included the Redevelopment Agency, the Housing Authority established pursuant to Housing Authority Law (California Government Code Section 34000 et. seq.), and general City matters. Following the dissolution of the Redevelopment Agency, the Community Development Commission is known as the Community Development Commission – Housing Authority of the City of National City as provided for in this Chapter.

**2.64.010**~~2.64.020~~ Housing authority—Declaration of need.

It is declared that, because of the existence of unsafe and insanitary inhabited dwelling accommodations in National City, there is a need for a housing authority to function in the community.

**2.64.020**~~2.64.030~~ Housing authority—Established.

The housing authority of the city is established.

**2.64.030**~~2.64.040~~ Housing authority—City council designated to act.

The city council declares itself to be the Housing Authority of the city.

**2.64.040**~~2.64.050~~ Community development commission—Declaration of need.

It is declared that there is a need for a community development commission to function in the community.

**2.64.050**~~2.64.060~~ Community development commission—Established.

The community development commission of the city is established.

**2.64.060**~~2.64.070~~ Community development commission—Purpose—Operating authority.

The community development commission of the city is created and established in order that the city will be enabled to operate and govern its redevelopment agency and its housing authority under a single board and as a single operating entity.

**2.64.070**~~2.64.080~~ Community development commission—City council designated to act.

The city council declares itself to be the community development commission of the city.

**2.64.080**~~2.64.090~~ Community development commission—Powers and duties.

The community development commission shall be vested with all of the powers, duties and responsibilities of both the redevelopment agency and the housing authority of the city, and shall be vested with any other powers, duties and responsibilities regarding community development which the legislative body may delegate to the community development commission subject to such conditions as may be imposed by the legislative body.

**2.64.0902.64.100** Community development commission—Chairman and vice-chairman.

The mayor of the city shall be the chairman, and the vice-mayor of the city shall be the vice-chairman of the community development commission.

**2.64.1002.64.110** Community development commission—Executive director and secretary.

The executive director and secretary of the redevelopment agency of the city shall be the executive director and secretary of the community development commission.

**2.64.1102.64.120** Community development commission—Bylaws adopted.

The bylaws of the redevelopment agency of the city adopted by Resolution No. 68-8 on October 29, 1968, as subsequently amended, are adopted as the bylaws of the community development commission.

**2.64.1202.64.130** Community development commission—Manual of Administrative Policies and Procedures adopted.

The Manual or Administrative Policies and Procedures of the redevelopment agency of the city as adopted by said agency by its Resolution No. 69-1 on January 7, 1969, as subsequently amended are adopted as the Manual of Administrative Policies and Procedures of the community development commission.

**2.64.1302.64.140** Filing of ordinance required.

The housing authority and the community development commission hereby authorized to function shall each cause a certified copy of the ordinance codified in this chapter to be filed with the Secretary of State and with the Department of Housing and Community Development, state of California.

**2.64.140** Community development commission—Successor entity.

The Community Development Commission-Housing Authority of the City of National City (“CDC-HA”) is the successor in interest to the community development commission for all purposes, and any reference to the community development commission in any document shall hereby refer to the CDC-HA.

**ORDINANCE NO. 2022 - [REDACTED]****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,  
AMENDING CHAPTER 2.64 OF TITLE 2 OF THE NATIONAL CITY MUNICIPAL CODE****CITY ATTORNEY SUMMARY*****This Ordinance amends Chapter 2.64 of Title 2 of the National City Municipal Code relating to the Community Development Commission-Housing Authority of the City of National City***

**WHEREAS**, in 1974, the State Legislature enacted Health and Safety Code section 34100 et seq., permitting cities to create Community Development Commissions for purposes of operating and governing their redevelopment agencies, or their redevelopment agencies and their housing authorities, under a single operating entity and board, as well as to exercise “any other powers regarding community development which the legislative body of a community may desire to delegate to the commission subject to such conditions as may be imposed by the legislative body;” and

**WHEREAS**, in 1975, the City of National City (“City”) approved and adopted Ordinance No. 1484, which established the Community Development Commission (“CDC”) and Housing Authority and is codified in National City Municipal Code Chapter 2.64; and

**WHEREAS**, pursuant to Ordinance No. 1484, the CDC operated both the Redevelopment Agency (“RDA”) and the Housing Authority functions as a single entity in accordance with Health and Safety Code section 34100 et seq.; and

**WHEREAS**, on June 28, 2011, the Governor signed Assembly Bill No. ABx1 26 (“ABx1 26”), which legislatively eliminated redevelopment agencies; and

**WHEREAS**, Health and Safety Code section 34172, subdivision (a)(1)—a provision enacted by ABx1 26—dissolves “[a]ll redevelopment agencies and redevelopment agency components of community development commissions,” but also expressly provides that “[n]othing in this part dissolves or otherwise affects the authority of a community redevelopment commission, other than in its authority to act as a redevelopment agency, in its capacity as a housing authority or for any other community development purpose of the jurisdiction in which it operates;” and

**WHEREAS**, while the RDA was dissolved as required under ABx1 26, as permitted under Health and Safety Code section 34172, subdivision (a)(1), the Housing Authority has continued to exist and the CDC has continued to have authority to carry out Housing Authority functions and other community improvement activities not prohibited by ABx1 26; and

**WHEREAS**, the City Council has designated the Community Development Commission-Housing Authority of the City of National City (“CDC-HA”) to serve as the “Successor Housing Entity” for all housing assets of the former RDA; and

**WHEREAS**, as the Successor Housing Entity of the dissolved RDA, the CDC-HA was

Ordinance 2022 – [REDACTED]

Adopted [REDACTED]-[REDACTED]-2022

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designated as the entity responsible for performing the housing functions previously performed by the dissolved RDA (and the CDC acting in its capacity as the RDA), as well as the entity to receive the transfer of, without limitation, all of the housing assets, rights, powers, duties, obligations, liabilities and functions previously performed by the RDA (and the CDC acting in its capacity as the RDA); and

**WHEREAS**, the City Council has also designated the City to act as the “Successor Agency” (“SA”) to the dissolved RDA; and

**WHEREAS**, upon the dissolution of the RDA on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings and equipment of the dissolved RDA were transferred by operation of law to the control of the SA and all authority, rights, powers, duties, and obligations previously vested in the RDA were vested in the SA, for administration pursuant to ABx1 26; and

**WHEREAS**, ABx1 26 required the SA to officially transfer the housing assets of the SA to the CDC-HA as the Successor Housing Entity under ABx1 26 by submitting a Housing Asset Transfer Form listing all housing assets for approval by the Oversight Board and State of California Department of Finance; and

**WHEREAS**, due to the above-recited changes in state law that occurred subsequent to the adoption of Ordinance No. 1484, there is a need to clarify the ownership of parcels owned by the CDC prior to those changes in state law, including, but not limited to, (1) the Morgan Senior Tower (which includes the George H. Waters Nutrition Center [“Nutrition Center”]), (2) the Kimball Senior Tower, and (3) the Kimball Senior Center (“the Parcels”), which were not listed on the Housing Asset Transfer Form for various reasons; and

**WHEREAS**, each of the Parcels was acquired by the City through the CDC with non-RDA funds and are held in the name of the CDC in its capacity other than as the RDA; and

**WHEREAS**, this Ordinance is intended to officially designate the CDC-HA as the successor entity of the CDC for all purposes, in part to clarify the ownership of the Parcels by the CDC-HA

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City, California, does ordain as follows:

**SECTION 1.** The foregoing recitals are true and correct.

**SECTION 2.** Based on the findings above, in addition to information provided to the City Council at the Public Meeting, the City Council hereby amends and restates Chapter 2.64 of Title 2 of the National City Municipal Code to read in its entirety as set forth in Exhibit “A” to this Ordinance, which is attached hereto and incorporated herein by this reference.

**SECTION 3.** Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the

remaining portions of this Ordinance or any part thereof. The City Council of the City of National City hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

**SECTION 4.** No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

**SECTION 5.** Conflict. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

**SECTION 6.** Effective Date. This ordinance shall be published pursuant to law and shall become effective thirty (30) days from the date of passage and adoption. Within fifteen (15) days following its adoption, the City Clerk shall publish the title thereof, as a summary as required by State Law.

**INTRODUCED** by the City Council on April 19, 2022.

**PASSED and ADOPTED** this [redacted]<sup>th</sup> day of [redacted], 2022.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Luz Molina, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Bell Jr., City Attorney

**EXHIBIT A**

[Attached]

**Chapter 2.64 - COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF  
THE CITY OF NATIONAL CITY**

**2.64.010** Community Development Commission. The Housing Authority and Community Development Commission were established in 1975. The Community Development Commission included the Redevelopment Agency, the Housing Authority established pursuant to Housing Authority Law (California Government Code Section 34000 et. seq.), and general City matters. Following the dissolution of the Redevelopment Agency, the Community Development Commission is known as the Community Development Commission – Housing Authority of the City of National City as provided for in this Chapter.

**2.64.020** Housing authority—Declaration of need.

It is declared that, because of the existence of unsafe and insanitary inhabited dwelling accommodations in National City, there is a need for a housing authority to function in the community.

**2.64.030** Housing authority—Established.

The housing authority of the city is established.

**2.64.040** Housing authority—City council designated to act.

The city council declares itself to be the Housing Authority of the city.

**2.64.050** Community development commission—Declaration of need.

It is declared that there is a need for a community development commission to function in the community.

**2.64.060** Community development commission—Established.

The community development commission of the city is established.

**2.64.070** Community development commission—Purpose—Operating authority.

The community development commission of the city is created and established in order that the city will be enabled to operate and govern its redevelopment agency and its housing authority under a single board and as a single operating entity.

**2.64.080** Community development commission—City council designated to act.

The city council declares itself to be the community development commission of the city.

**2.64.090** Community development commission—Powers and duties.

The community development commission shall be vested with all of the powers, duties and responsibilities of both the redevelopment agency and the housing authority of the city, and shall be vested with any other powers, duties and responsibilities regarding community development which the legislative body may delegate to the community development commission subject to such conditions as may be imposed by the legislative body.

**2.64.100** Community development commission—Chairman and vice-chairman.

The mayor of the city shall be the chairman, and the vice-mayor of the city shall be the vice-chairman of the community development commission.

**2.64.110** Community development commission—Executive director and secretary.

The executive director and secretary of the redevelopment agency of the city shall be the executive director and secretary of the community development commission.

**2.64.120** Community development commission—Bylaws adopted.

The bylaws of the redevelopment agency of the city adopted by Resolution No. 68-8 on October 29, 1968, as subsequently amended, are adopted as the bylaws of the community development commission.

**2.64.130** Community development commission—Manual of Administrative Policies and Procedures adopted.

The Manual or Administrative Policies and Procedures of the redevelopment agency of the city as adopted by said agency by its Resolution No. 69-1 on January 7, 1969, as subsequently amended are adopted as the Manual of Administrative Policies and Procedures of the community development commission.

**2.64.140** Filing of ordinance required.

The housing authority and the community development commission hereby authorized to function shall each cause a certified copy of the ordinance codified in this chapter to be filed with the Secretary of State and with the Department of Housing and Community Development, state of California.

**2.64.140** Community development commission—Successor entity.

The Community Development Commission-Housing Authority of the City of National City (“CDC-HA”) is the successor in interest to the community development commission for all purposes, and any reference to the community development commission in any document shall hereby refer to the CDC-HA.

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California, Repealing Ordinance No. 2017-2432 and Ordinance No. 2020-2483; and Removing Chapter 16.09 in its Entirety from the National City Municipal Code Dissolving the Veterans and Military Families Advisory Committee. \(City Clerk\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** May 3, 2022

**AGENDA ITEM NO.**

**ITEM TITLE:**

Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, California, Repealing Ordinance No. 2017-2432 and Ordinance No. 2020-2483; and Removing Chapter 16.09 in its Entirety from the National City Municipal Code Dissolving the Veterans and Military Families Advisory Committee (City Clerk).

**PREPARED BY:** Shelley Chapel, Deputy City Clerk

**DEPARTMENT:** City Clerk's Office

**PHONE:** 619-336-4228

**APPROVED BY:** *Shelley Chapel*

**EXPLANATION:**

On February 21, 2017, the City Council adopted Ordinance No. 2017-2432, establishing the Veterans and Military Families Advisory Committee for the purpose of advising the City Council on matters related to the support of our veterans and military service member related issues, ceremonies, and other activities that occur within National City. Upon creation eleven (11) members were appointed to the committee.

On September 15, 2020, the City Council adopted Ordinance No. 2020-2483, reducing and modifying the membership of the committee from eleven (11) to seven (7) members to assist in attendance and quorum required for meetings.

On March 15, 2021, the City Council voted unanimously to dissolve the Veterans and Military Families Committee and establish a Veterans Event Working Group to assist City staff with planning events honoring the heritage of our Veterans and Military Community, including Memorial Day and Veteran's Day. As a result of this action the Veterans and Military Families Committee has been dissolved.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

This report does not reflect any financial changes to the budget at this time.

**ENVIRONMENTAL REVIEW:**

This action is not subject to review under the California Environmental Quality Act (CEQA)

**ORDINANCE:** **INTRODUCTION:**  **FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Adoption of an Ordinance Repealing Ordinance No. 2017-2432 and Ordinance No. 2020-2483; and Removing Chapter 16.09 in its Entirety from the National City Municipal Code Dissolving the Veterans and Military Families Advisory Committee.

**BOARD / COMMISSION RECOMMENDATION:**

Current Committee Members were notified of the change and some members have expressed an interest in participating on the Veterans Event Working Group.

**ATTACHMENTS:**

**ORDINANCE NO. 2022-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA REPEALING ORDINANCE NO. 2017-2432, AND ORDINANCE NO. 2020-2483, AND REMOVING CHAPTER 16.09 IN ITS ENTIRETY FROM THE NATIONAL CITY MUNICIPAL CODE DISSOLVING THE VETERANS AND MILITARY FAMILIES ADVISORY COMMITTEE**

**CITY ATTORNEY SUMMARY**

***This Ordinance removes in its entirety the Veterans and Military Families Advisory Committee from the City of National City, California Municipal Code, therefore, dissolving the Committee***

**WHEREAS**, on February 21, 2017, the City Council adopted Ordinance No. 2017-2432, establishing the Veterans and Military Families Advisory Committee; and

**WHEREAS**, on September 15, 2020, the City Council adopted Ordinance No. 2020-2483, reducing and modifying the membership of the Veterans and Military Families Advisory Committee; and

**WHEREAS**, on March 15, 2022, the City Council voted unanimously to dissolve the Veterans and Military Families Committee and establish a Veterans Event Working Group to assist City staff with planning events honoring the heritage of our Veterans and Military Community, including Memorial Day and Veteran's Day. As a result of this action the Veterans and Military Families Committee has been dissolved.

**NOW THEREFORE, BE IT RESOLVED** That the City Council of the City of National City, California, does ordain as follows:

**SECTION 1.** The foregoing recitals are true and correct.

**SECTION 2.** Based on the findings above, in the additional information provided to the City Council at the Public Meeting, the City Council determines as follows:

- a. Section 16.09 entitled Veterans and Military Families Advisory Committee is hereby removed in its entirety from the National City Municipal Code.

**SECTION 3.** Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council of the City of National City hereby declares that I would have passed any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of the Ordinance be declared invalid, unenforceable or unconstitutional.

**SECTION 4.** No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

**SECTION 5. Conflict.** All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

**SECTION 6. Effective Date.** This ordinance shall be published pursuant to law and shall become effective thirty (30) days from the date of passage and adoption. Within fifteen (15) days following its adoption, the City Clerk shall publish the title thereof, as a summary as required by State Law.

**INTRODUCED** by the City Council on April 19, 2022.

**PASSED and ADOPTED this 3<sup>rd</sup> day of May 2022.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Luz Molina, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, California to eliminate library overdue material fines to ensure equitable access to Library Services. \(Library and Community Services\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** May 3, 2022

**AGENDA ITEM NO.**

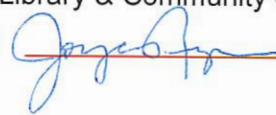
**ITEM TITLE:**

Resolution of the City Council of the City of National City, California to eliminate library overdue material fines to ensure equitable access to Library Services.

**PREPARED BY:** Joyce Ryan, Library & Community Services  
Director

**DEPARTMENT:** Library & Community Services

**PHONE:** 619-470-5882

**APPROVED BY:** 

**EXPLANATION:**

Within the past four years, many libraries across the country have decided to remove late fines citing that these fines are now seen as a barrier to access to library materials and create a disproportionate financial burden on low-income families, youth, older adults, and communities of color. Library staff and the Board of Library Trustees recommend that the City eliminate all library material overdue fines to ensure equitable access. Please see attached staff report for further information.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

| 108-31310-3565 Reduction in fines revenue \$10,000-\$30,000 annually |

**ENVIRONMENTAL REVIEW:**

This action is not subject to review under the California Environmental Quality Act (CEQA).

**ORDINANCE:** **INTRODUCTION:**  **FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

NCPL Fine-Free Policy approved by the Board of Library Trustees on April 6, 2022.

**ATTACHMENTS:**

1. Staff Report
2. National City Public Library Fine-Free Policy
3. Resolution



## City Council Staff Report

May 3, 2022

### ITEM

Resolution of the City Council of the City of National City, California to eliminate library overdue material fines to ensure equitable access to Library Services.

### BACKGROUND

Within the past four years, many libraries across the country have decided to remove late fines citing that these fines are now seen as a barrier to access to library materials and create a disproportionate financial burden on low-income families, youth, older adults, and communities of color. This can be seen as the culmination of a debate that has continued for years within the library profession. Many librarians see fines as a necessary tool for accountability in patrons, while others see late fines as a discriminatory practice propagating social inequity.

### EXPLANATION

At the 2019 ALA Midwinter Meeting, the American Library Association on behalf of its members, drafted and approved a “Resolution on Monetary Library Fines as a Form of Social Inequity.” The ALA noted in the resolution that monetary fines present an economic barrier to access to materials and resources and added that statement to the ALA Policy Manual. In addition, the resolution urged members to “scrutinize their practices of imposing fines on library patrons and actively move towards eliminating them.”<sup>1</sup>

Over the years, many libraries across the country have created programs to address late fines – Read Down Programs, Food for Fines Programs, Amnesty Days, Fine-free Days, etc. In addition, many libraries have also started programs that eliminated late fines on children’s and young adult materials. Although these programs have met with certain success, they are also considered to be a “piece-meal” solution to a larger issue regarding the disproportionate impact on vulnerable populations. Consequently, many library systems have decided in recent years to eliminate late fines for all patrons.

Many large library systems across the country have removed late fines from their fee schedule. New York Public Library, Chicago Public Library, Los Angeles Public Library, San Francisco Public Library have all removed patron late fines. Throughout San Diego County, the vast majority of libraries are now fine-free. All San Diego County libraries and San Diego Public

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<sup>1</sup> “Resolution on Monetary Library Fines as a Form of Social Inequity,” 2019 ALA Midwinter Meeting. Accessed Nov. 24, 2021.

<https://www.ala.org/aboutala/sites/ala.org.aboutala/files/content/Resolution%20on%20Monetary%20Library%20Fines%20as%20a%20Form%20of%20Social%20Inequity-FINAL.pdf>

Libraries (City of San Diego) are fine-free libraries. Chula Vista Public Library (3 locations) went fine-free on July 1, 2021 and Escondido Public Library went fine-free on September 1, 2021. Oceanside Public Library stopped assessing fines and forgave assessed late fines in August 2021. **The only libraries in San Diego County that continue to charge overdue fines are the National City Public Library, Coronado Public Library, and Carlsbad City Library.** (Both Coronado Public Library and Carlsbad City Library are exploring the option of going fine-free.) In addition, library fines at both Coronado Public Library and Carlsbad City Library are less than fines in our existing fine structure.<sup>2</sup> Out of the total of 88 libraries in San Diego County, 83 are now fine free; these libraries are the Escondido Public Library, Oceanside Public Library (2 locations), San Diego County Library (41 locations), San Diego Public Library (36 locations), and Chula Vista Public Library (3 locations).

**Current Practice**

Currently the National City Public Library charges \$.25 per day in overdue fines for books and magazines, \$3.00 per day in overdue fines for DVDs and audiobooks, and \$1.00 per day in overdue fines for test books and audio CDs. With the current fee schedule, a parent checking out 8 picture books and returning those items one week late, would owe the library \$14.00 in overdue fines. A patron checking out 6 movies and returning them one day late would owe \$18.00. The table below shows the current fine structure for the National City Public Library:

**Table 1: NCPL Current Fine Structure**

<b>Item Type</b>	<b>Checkout Period</b>	<b>Overdue Fine</b>	<b>Renewable</b>
Children’s, Young Adult and Adult Books and Magazines	28 days	\$0.25/day	1 time – 2 weeks
Audiobooks	14 days	\$3.00/day	1 time – 2 weeks
DVDs/Blu-Rays	7 days	\$3.00/day	Only educational 1 time – 1 week
Audio CDs	14 days	\$1.00/day	1 time – 2 weeks
Test Books	7 days	\$1.00/day	1 time – 1 week

Library patrons renew items online or ask a library staff member to renew the items for them. In addition, when patrons check out a book and the item is lost, the patron is responsible for the replacement cost as designated in the electronic catalog (typically a set amount) and a \$5.00 processing fee. Replacement costs and processing fees are non-refundable.

**Fiscal Impact**

Staff reviewed the actual revenue amounts for past fiscal years to determine the amount of late fines that would not be realized if the Library were to go fine-free. The Library monitors the

<sup>2</sup> As of April 2022, Coronado Public Library late fine structure is as follows: \$.05 per day for Children and Teen materials, \$.20 per day for adult materials, \$1 per day for DVDs; Carlsbad City Library late fine structure: \$.10 per day for Children’s materials, \$.25 per day for adult materials, \$1 per day for DVDs.

amount of late fines and other fees that are deposited into revenue in the Library’s budget. The table below shows the annual revenue from fines and fees since Fiscal Year 2015-16:

**Table 2: Fines/Fees Revenue 2015-2022**

Fiscal Year	Library Fines/Fees Revenue	Total Library Budget	Revenue as Percentage of Library Budget
2015/16	\$38,207.52	\$2,285,400 (Actual)	.017%
2016/17	\$39,442.92	\$2,501,782 (Actual)	.016%
2017/18	\$48,143.78	\$2,412,792 (Actual)	.020%
2018/19	\$34,729.40	\$2,363,881 (Actual)	.015%
2019/20	\$20,049.93	\$2,554,119 (Actual)	.008%
2020/21	\$2,585.52	\$2,701,447 (Actual)	.001%
2021/22	\$6,073.59 (as of 3/29/22)	\$2,330,960 (Adopted)	.002%

The highest revenue year was FY 2017/18 with \$48,143.78 in revenue; even then, the percentage of revenues was only .02% of the overall Library budget. Since then, however, revenue levels from late fines have dropped, even accounting for decreased circulation due to COVID closures. It is important to note, also, that the figures above are a combination of fines and fees. Please note that although late fines are a significant portion of the revenues listed, other fees such as lost item replacement fees, processing fees, etc. are also included in these revenue totals. There has traditionally been no separation of revenue source (i.e., late fines, processing fees, etc.) within the budget.

The Library currently has 22,491 active borrowers (borrowers who have borrowed library materials within the past five years). The table below shows the current balances (as of March 29, 2022) for each type of fine or fee since 2017, with the total balance of late fines as \$53,340.54 (highlighted).<sup>3</sup>

**Table 3: NCPL Outstanding Patron Bills**

Bill Library Desc	Bill Created Year	2022	2021	2020	2019	2018	2017	Total
	Bill Reason	Total Outstanding Bill Amount						
National City Public Library	CaC	\$1.00	\$2.00	\$1.00	\$8.00	\$8.00	\$10.00	\$30.00
	credit			-\$25.00	-\$25.00	-\$50.00	-\$25.00	-\$125.00
	damage	\$85.00		\$115.00	\$254.50	\$322.00	\$262.50	\$1,039.00
	fee	\$10.00	\$26.00	\$20.00	\$21.00	\$45.00	\$64.00	\$186.00
	fine	\$1,966.25	\$3,308.65	\$4,872.30	\$13,667.95	\$15,725.71	\$13,799.68	\$53,340.54
	I	\$5,192.99	\$3,771.99	\$13,877.99	\$16,096.10	\$17,874.90	\$19,602.87	\$76,416.84
	LostPro	\$615.00	\$660.00	\$2,830.00	\$3,400.00	\$3,705.00	\$3,985.00	\$15,195.00
	Misc		\$10.30	\$226.35	\$34.10	\$464.74	\$88.90	\$824.39
<b>Total</b>		<b>\$7,870.24</b>	<b>\$7,778.94</b>	<b>\$21,917.64</b>	<b>\$33,456.65</b>	<b>\$38,095.35</b>	<b>\$37,787.95</b>	<b>\$146,906.77</b>

<sup>3</sup> Bill reason “CaC” indicates the purchase of a Computer Access Card for printing purposes, “I” indicates lost item replacement fees, “LostPro” indicates lost item processing fees.

**Based on the information found in Table 2, staff estimate the annual loss of revenue at roughly \$30,000 per year.** After removing the amounts from 2020/21 as an obvious outlier, the average revenue for the remaining years is \$31,107. This is a rough estimate, however, as this is not a consistent form of revenue and depends largely on borrower habits.

In addition to this information on outstanding fines and fees, it is important to note that the City has 4,236 patron accounts in collections. Financial Credit Network (FCN) has reported that the last patron accounts were reported to them on March 26, 2018. From a total owing of \$253,585, 10% (\$25,249) has been collected, leaving a total in collections of \$226,917. If the City Council approves the fine-free policy, staff will work on a case-by-case basis to assess whether the patron was blocked simply due to late fines or if the block stems from replacement fees. Staff will also explore ways to successfully collect outstanding debt for lost items.

### **Staff Recommendations**

#### **Late Fines**

Staff recommends the removal of all late fines – including those already assessed. If late fines have already been paid, those payments are non-refundable.

#### **Lost Items/Other Fees**

If library materials are reported as lost or damaged, the library patron will assume responsibility for the replacement costs for the item(s). In addition, the Library will continue to assess fees for the following services, including:

- Library Card replacements
- Copying/printing
- Incidental damage to library materials
- Processing fees
- Collection Referral
- Non-sufficient funds (NSF)

Customers are encouraged to return materials in a timely fashion to the Library so others may enjoy our shared resources. Patrons will be blocked from checking out additional items if they have not returned their library materials by the due date. Items not returned within 30 days of their due date will go to a “lost” status and customers will be billed for item replacement costs and a processing fee. Customers will continue to be responsible for reconciling any lost items or fees on their library account by either returning the item(s) or paying the replacement fee. Replacement fees and processing fees are non-refundable. Once the patron either returns the overdue items or pays replacement and processing fees, all blocks on their account will be removed.

If the patron’s account has had items on “lost” status for 90 days and owes \$100 or more, the account will go to collections. This is a change from current practice, which sends accounts to collections with \$20 owing on their account, an extremely low threshold. The reason for raising the threshold to \$100 is that library materials have become more costly and, once a patron’s account is sent to collections, the patron will not have access to Library computers.

The new Fine-Free Policy also modifies the number of renewals allowed by patrons and this is facilitated by the use of automatic renewals. Some library systems allow for up to 10 or more automatic renewals. NCPL staff are recommending up to three renewals depending on item type, with corresponding courtesy notices to the patron with updated due date information.

If approved by City Council, staff will ensure that Library patrons are aware of the new policy regarding library fines, including posting information and FAQs on the Library website and posting on the City’s social media. In addition, Library staff will be working with patrons to update their records with email addresses and mobile phone numbers. As part of its ILS renewal, the Library will now be able to notify patrons via text messaging on their mobile phones.

The revised fee schedule approved by City Council on April 19, 2022 included a section on Library fees. These fees included charging for the full cost of library materials if lost or damaged, in addition to a \$5 processing fee.

### **Noted Concerns**

Staff have been soliciting comments from patrons regarding the idea of eliminating fines. Although the vast majority of patrons support the idea, some community members have expressed concern that removing fines will create a lack of accountability in patrons and are worried that materials will not be returned. However, current practice has shown a different outcome. In 2019, Chicago Public Library and its 81 locations eliminated late fines for all materials and erased outstanding debt. As a result, the amount of books returned within the first few months was up 240%.<sup>4</sup> Many patrons may owe fines and then be afraid or ashamed to come back to the library. In that instance, not only does the library lose the revenue and the materials – they also lose the patron. Many libraries that have gone fine-free have noted that they now have more patrons coming in the door than ever before and their circulation statistics are rising.

The burden of administrative fines can create financial strain for low-income families and can contribute to a cycle of economic hardship. Administrative fines can also have a disproportionate impact on vulnerable individuals, particularly youth, non-citizens, and people of color. Overdue fines represent a small portion of the library's budget and are not a steady or reliable source of revenue. We believe that the library's mission to provide free and equal access to materials and services is important and are choosing to make that a priority for our patrons.

### **RECOMMENDATION**

Adopt a resolution approving the acceptance of the National City Public Library Fine-Free Policy to eliminate library overdue material fines to ensure equitable access to Library Services.

### **FISCAL IMPACT**

Adoption of the resolution will eliminate library fines and their collection.

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<sup>4</sup> Spielman, Fran, “Lightfoot’s Decision to Eliminate Library Fines Triggers 240% Increase in Book Returns,” Chicago Sun-Times, October 30, 2019. Accessed Nov. 24, 2021.  
<https://chicago.suntimes.com/news/2019/10/30/20940677/chicago-public-library-no-fines-book-returns-increase-lightfoot>

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<https://www.npr.org/2019/11/30/781374759/we-wanted-our-patrons-back-public-libraries-scrap-late-fines-to-alleviate-inequity>

## **NATIONAL CITY PUBLIC LIBRARY FINE-FREE POLICY**

The National City Public Library is dedicated to equitable access to library services and materials for everyone in the National City community. Consequently, the Library will no longer assess overdue fines for borrowed items.

1. Effective with City Council approval, overdue fines will not be charged for materials kept past their due date and all previously assessed late fines will be deleted. Patrons are still responsible for previously assessed fees, including lost item fees.
2. Each item has a due date and cardholders are responsible for honoring the due date.
3. The fine-free policy only applies to overdue items. Fees for lost or damaged items will be applied according to existing procedure.
4. All library materials (with the exception of audiovisual materials and tech devices) will check out for 28 days, with three automated renewals of 14 days each renewal period, as long as there are no holds on the item. Renewal notices will be sent to patrons with new due date.
5. DVDs/BluRays will check out for seven days, with one automated renewal of seven days, as long as there are no holds on the item. Renewal notices will be sent to patrons with new due date.
6. Music CDs will check out for seven days, with one automated renewal of seven days, as long as there are no holds on the item. Renewal notices will be sent to patrons with new due date.
7. If an item is overdue, the cardholder's account will be blocked from checking out library materials. Once the item is returned, the block will be removed. Patrons will receive an overdue notice.
8. At 30 days overdue, the item will be marked as "lost" and the patron will be unable to check out or renew any physical items until they return the lost item, or pay for its replacement cost plus a \$5 processing fee.
9. Tech devices will check out for 28 days, with one automated renewal of 14 days, as long as there are no holds on the item. Renewal notices will be sent to patrons with new due date. If an item is overdue, the cardholder's account will be blocked from checking out library materials, the wireless hotspot service will be paused, and the Google chromebook is locked remotely. At 30 days overdue, the item will be marked as "lost" and the patron will be unable to check out or renew any physical items until they return the lost item, or pay for its replacement cost plus a \$5 processing fee. Once the item(s) is/are returned, all library card account blocks will be removed. All tech devices are insured for full replacement cost.

10. Ninety days after the item goes to “Lost,” if a patron owes \$100 or more in lost items, the account will be sent to collections through the City of National City’s Finance Department, and the patron will no longer be able to check out library materials or use Library computers until the collections account is resolved. If the materials are returned, the replacement fees will be removed; however, the patron is still responsible for any collections fees incurred on their account.

### **Loan Periods and Renewals**

<b>Library Materials</b>	<b>Initial Loan Period</b>	<b>Renewal Period</b>	<b>Number of Renewals</b>
All books and Periodicals	28 days	14 days	3
DVDs/BluRay	7 days	7 days	1
Music CDs	14 days	14 days	3
Tech Devices	28 days	14 days	1

**RESOLUTION NO. 2022 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA  
TO ELIMINATE LIBRARY OVERDUE MATERIAL FINES TO ENSURE EQUITABLE  
ACCESS TO LIBRARY SERVICES**

**WHEREAS**, the City of National City Public Library (“NCPL”) currently charges overdue fines for materials not returned on time; and

**WHEREAS**, NCPL staff and the City of National City’s Board of Library Trustees reviewed research by the American Library Association and other library systems regarding the practice of imposing overdue fines on library patrons; and

**WHEREAS**, overdue fines have been found to present an economic barrier to accessing library materials and services that is detrimental to the population NCPL seeks to serve; and

**WHEREAS**, there is evidence that eliminating overdue fines increases library usage and library card registration and results in the recovery of lost material assets; and

**WHEREAS**, replacement fees for lost, damaged, or unreturned materials remain in place and incentivize the return of library materials; and

**WHEREAS**, City staff requests the City Council eliminate library overdue material fines to ensure equitable access to library services.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1:** Authorizes the elimination of library overdue material fines to ensure equitable access to library services.

**Section 2:** The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolution.

**PASSED and ADOPTED this 3rd day of May, 2022.**

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**ATTEST:**

\_\_\_\_\_  
Luz Molina, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Notice of Decision – Planning Commission approval of a Conditional Use Permit for beer and wine sales at a new restaurant \(BB.Q Chicken\) located at 2527 East Plaza Blvd. \(Applicant: Shimon G&M, Inc.\) \(Case File 2022-07 CUP\) \(Planning\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** | May 3, 2022 |

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Notice of Decision – Planning Commission approval of a Conditional Use Permit for beer and wine sales at a new restaurant (BB.Q Chicken) located at 2527 East Plaza Blvd. (Applicant: Shimon G&M, Inc.) (Case File 2022-07 CUP)

**PREPARED BY:** Martin Reeder, AICP *MR*

**DEPARTMENT:** Community Development

**PHONE:** | 619-336-4313 |

**APPROVED BY:**   
Director of Community Development

**EXPLANATION:**

The applicant is requesting to sell beer and wine sales in conjunction with food sales at a proposed 1,600 square-foot restaurant (BB.Q Chicken) for on-site consumption only (ABC Type 41). The proposed operation hours are 11:00 a.m. to 11:00 p.m. daily. There will be indoor seating for 36.

The Planning Commission conducted a public hearing on April 18, 2022. Commissioners asked questions regarding parking, staff training, and other area businesses. The Commission voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**  
**APPROVED:** \_\_\_\_\_ **MIS**

**ACCOUNT NO.** |

**ENVIRONMENTAL REVIEW:**

Not a project per California Environmental Quality Act (CEQA)

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

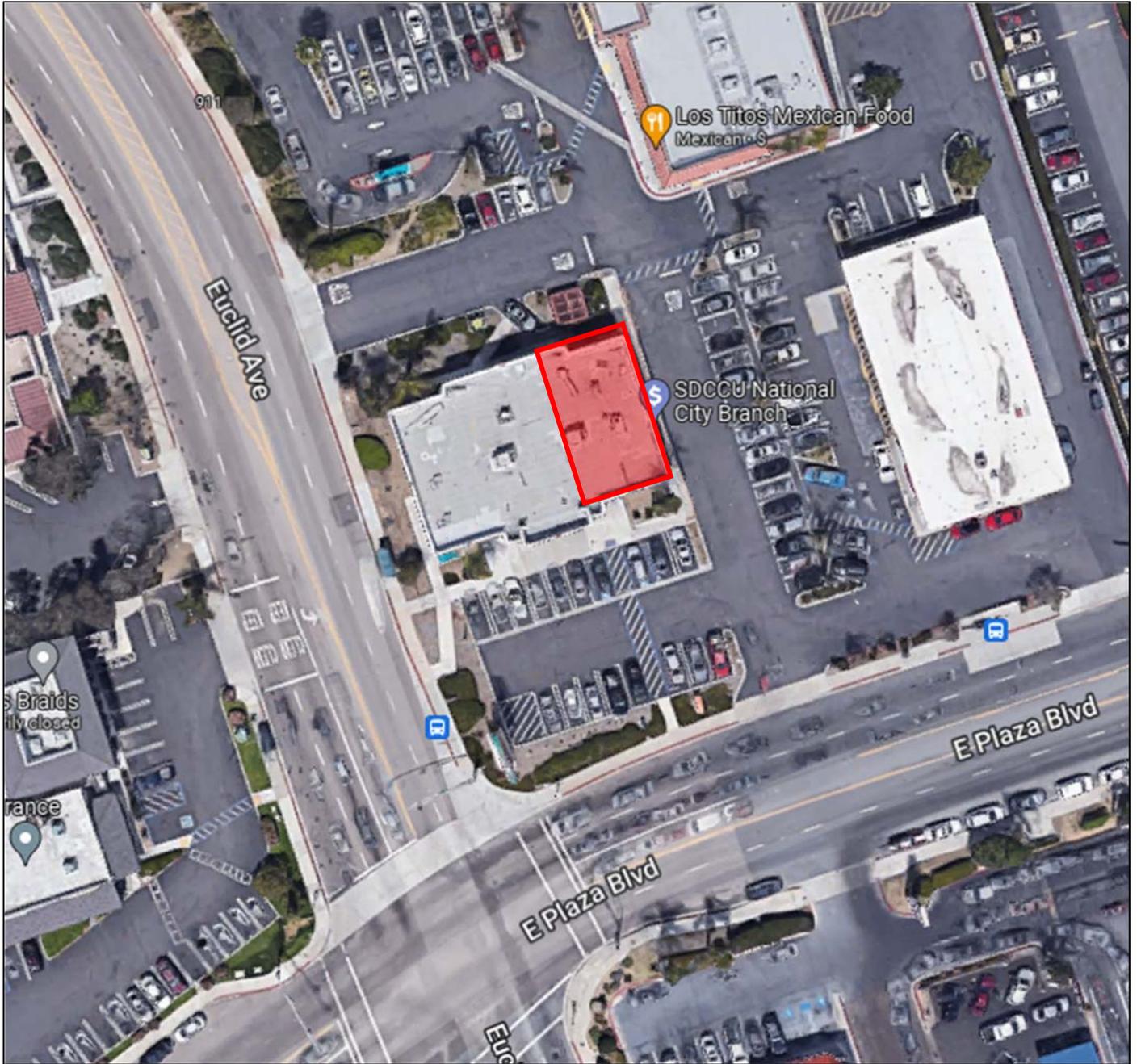
**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the Conditional Use Permit.  
Ayes: Castle, Miller, Natividad, Sanchez, Sendt, Yamane      Absent: Valenzuela

**ATTACHMENTS:**

- |                                     |  |
|-------------------------------------|--|
| 1. Overhead                         | 4. Reduced Plans                               |
| 2. Planning Commission Staff Report | 5. Planning Commission PowerPoint presentation |
| 3. Resolution No. 2022-13           |  |

2022-07 CUP – 2527 East Plaza Blvd. – Overhead



ATTACHMENT 1



COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

**PLANNING COMMISSION STAFF REPORT**

Title: PUBLIC HEARING – CONDITIONAL USE PERMIT FOR BEER AND WINE SALES AT A NEW RESTAURANT (BB.Q CHICKEN) LOCATED AT 2527 EAST PLAZA BLVD.

Case File No.: 2022-07 CUP

Location: Northeast corner of E. Plaza Blvd. and Euclid Ave. (Euclid Plaza)

Assessor's Parcel Nos.: 558-010-48

Staff report by: Martin Reeder, AICP – Principal Planner

Applicant: Shimon G&M, Inc.

Zoning designation: MXD-1 (Minor Mixed-Use District)

Adjacent use and zoning:

- North: Vallarta Supermarket / MXD-1
- East: Summercrest Apartments / RM-2 (High Density Multi-Unit Residential)
- South: National City Car Wash across E. Plaza Blvd. / MXC-1 (Minor Mixed-Use Corridor)
- West: Windsor Heights Apartments / RM-2

Environmental review: Not a project per California Environmental Quality Act (CEQA) as defined in Section 15378

Staff recommendation: Approve

### Staff Recommendation

Staff recommends approval of the request for beer and wine sales, subject to the attached recommended conditions. The sale of beer and wine is a conditionally-allowed use in the Minor Mixed-Use District (MXD-1) zone and would be accessory to food sales at the restaurant.

### Executive Summary

The property has been a restaurant for several years and has recently changed hands. The new tenant (BB.Q Chicken) proposes to sell beer and wine, in conjunction with food sales, from 11:00 a.m. to 10:00 p.m. daily.

### Site Characteristics

The project site is a suite in a commercial pad building that is part of the Euclid Plaza shopping center. The center, located on the northeast corner of East Plaza Blvd. and Euclid Avenue is also home to Walgreens and Vallarta Supermarket, among others. The property is approximately 1.7 acres in size. The suite is 1,600 square feet in size and occupies approximately a quarter of the building, with the remaining space occupied by San Diego County Credit Union.

The area is mostly commercial in nature, with some apartment communities located to the east and to the northwest. The property is in census tract 120.02, which includes the area from East Plaza Blvd. north to East 8<sup>th</sup> Street, and between Interstate 805 and Paradise Valley Road. The attached census tract map shows the location of the subject tract (Attachment 6).

### Proposed Use

The applicant is proposing to sell beer and wine in conjunction with on-site food sales in the new 1,600 square-foot restaurant (ABC Type 41). Proposed operation hours are 11:00 a.m. to 10:00 p.m. daily. There will be seating for 36 people inside the restaurant.

### Analysis

Section 18.30.050 of the Land Use Code allows for on-site alcohol sales with an approved Conditional Use Permit (CUP). Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements.

Mailing – All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 944 occupants and owners.

Community Meeting – Pursuant to Section 18.30.050 (C) of the National City Zoning Code, a community meeting was held Wednesday, February 16, 2022 at 10:00 a.m. at the subject restaurant. The meeting advertisement is attached (Attachment 8); there were no attendees. The applicant stated that the same occupants that were notified of the Planning Commission meeting were notified of the community meeting.

Distance Requirements – Chapter 18.030.050 (D) of the National City Zoning Code requires a 660-foot distance from any public school; there are no schools within 660 feet of the site, although there is property owned by the National School District approximately 400 feet away. The property is adjacent to Palmer Way Elementary School and is considered with regard to distance. However, restaurants with greater than 30% of their area devoted to seating are exempt from this distance requirement. The property in question has approximately 40% of its floor area devoted to seating.

Alcohol Sales Concentration/Location

Per the California Department of Alcoholic Beverage Control (ABC), there are currently four on-sale licenses in census tract 120.02 and a maximum of four are recommended, meaning that the census tract is not considered by ABC to be over-saturated with regard to alcohol sales outlets, although it would be if an additional license were granted. For reference, the outlets are:

<b>Name</b>	<b>Address</b>	<b>License Type*</b>	<b>CUP</b>
Tita's Kitchenette II	3421 E Plaza Blvd	41	Y
Los Tito's Mexican Food	917 S Euclid Ave	41	Y
Las Islas Filipinas	933 S Harbison Ave	41	N
The Ace Crab	3403 E Plaza Blvd	41	Y

\* Type 41 - On-Sale Beer and Wine

Police Department (PD)

The ABC Risk Assessment provided by PD allocated a total of 12 points, which places it in the Low Risk category. Low risk is considered 12 points or less. PD comments are included as Attachment 7.

Institute for Public Strategies (IPS)

No comments were received from IPS as of the writing of this report, although they usually recommend at least the need for Responsible Beverage Sales and Service (RBSS) training for all staff. This is a standard condition of approval and is included with this report.

Findings for Approval

The Municipal Code contains six required findings for CUPs as follows:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the MXD-1 zone pursuant to a CUP and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. There is no Specific Plan in the area.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

No expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The proposed alcohol sales would be incidental to the primary use of food sales. A restaurant existed on the site previously.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

The project is not considered a project under CEQA, as no development is proposed. In addition, the proposed use is similar to other commercial uses in the area, which are permitted in the MXD-1 zone.

The following two findings are also included with alcohol CUPs:

7. The proposed use is deemed essential and desirable to the public convenience or necessity.

Alcohol sales will contribute to the viability of the restaurant, an allowed use in the MXD-1 zone.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the on-site sales of alcoholic beverages pursuant to law.

#### Findings for Denial

Due to there being other on-sale sites in the area, there are also findings for denial as follows:

1. The proposed use is not deemed essential to the public necessity, as there are already four other outlets in the same census tract that serve alcohol.
2. Based on the above finding, public convenience and necessity will not be served by a proposed use of the property for the retail sale of alcoholic beverages pursuant to law.

### Conditions of Approval

Standard Conditions of Approval have been included with this permit as well as conditions specific to on-site alcohol sales per Council Policy 707 (hours of operation, employee training, and accessory sales, etc.).

### Summary

The proposed use is consistent with the General Plan due to alcohol sales for on-site consumption being a conditionally-allowed use in the MXD-1 zone. The proposed use would be incidental to the proposed restaurant use in a commercial area. The addition of on-site beer and wine sales is not expected to increase the demand for parking, other services on the property, or have any significant effects on the area. The census tract in which the restaurant is located is not considered to be over-concentrated with regard to on-sale alcohol licenses (although it would be if another license is approved), and beer and wine will only be available with the sale of food.

### Options

1. Approve 2022-07 CUP subject to the conditions listed within, based on the attached findings, or findings to be determined by the Planning Commission; or
2. Deny 2022-07 CUP based on the attached finding or findings to be determined by the Planning Commission; or,
3. Continue the item to a specific date in order to obtain additional information.

Attachments

1. Recommended Findings
2. Recommended Conditions of Approval
3. Overhead
4. Applicant's Plans (Exhibit A, Case File No. 2022-07 CUP, dated 1/10/2022)
5. Public Hearing Notice (Sent to 944 property owners & occupants)
6. Census Tract & Police Beat Maps
7. PD comments
8. Community Meeting Advertisement
9. Resolutions



MARTIN REEDER, AICP  
Planning Manager



ARMANDO VERGARA  
Director of Community Development

## **RECOMMENDED FINDINGS FOR APPROVAL**

### 2022-07 CUP – BB.Q Chicken

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is permitted within the MXD-1 zone pursuant to a CUP and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan, because alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. There is no Specific Plan in the area. In addition, a restaurant use is consistent with the MXD-1 land use designation contained in the Land Use and Community Character element of the General Plan.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the proposed alcohol sales and live entertainment would be accessory to the primary use of food sales, and because a restaurant existed on the site previously.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive Responsible Beverage Sales and Service (RBSS) training.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and is not considered a project under CEQA, as no development is proposed. In addition, the proposed use is similar to other commercial uses in the area, which are permitted in the MXD-1 zone.

7. The proposed use is deemed essential and desirable to the public convenience or necessity, because alcohol sales will contribute to the viability of the restaurant, an allowed use in the MXD-1 zone.

**RECOMMENDED FINDINGS FOR DENIAL**

2022-07 CUP – BB.Q Chicken

1. The proposed use is not deemed essential to the public necessity, as there are already four other outlets in the same census tract that serve alcohol.
2. Based on the above finding, public convenience and necessity will not be served by a proposed use of the property for the retail sale of alcoholic beverages pursuant to law.

## **RECOMMENDED CONDITIONS OF APPROVAL**

2022-07 CUP – BB.Q Chicken

### **General**

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption at a proposed restaurant (BB.Q Chicken) located at 2527 East Plaza Blvd. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2022-07 CUP, dated 1/10/2022.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void at such time as there is no longer a Type 41 California Department of Alcoholic Beverage Control license associated with the property.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

### **Planning**

7. No alcohol sales are permitted until the applicant has been issued a Type 41 license from the California Department of Alcoholic Beverage Control.
8. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must

be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.

9. The sale of alcoholic beverages shall only be permitted between the hours of 11:00 a.m. and 10 p.m. daily.
10. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
11. Alcohol shall be available only in conjunction with the purchase of food.
12. Permittee shall post signs at all exits to outdoor areas, indicating that alcoholic beverages must be consumed inside the restaurant or patio area and may not be taken off-premises.
13. No live entertainment shall be permitted without modification of this CUP.
14. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

#### Police

15. The permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.



COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING  
CONDITIONAL USE PERMIT FOR BEER AND WINE SALES  
AT A NEW RESTAURANT (BB.Q CHICKEN)  
LOCATED AT 2527 EAST PLAZA BLVD.  
CASE FILE NO.: 2022-07 CUP

The National City Planning Commission will hold a public hearing at their regular online meeting after the hour of 6:00 p.m. **Monday, April 18, 2022** on the proposed request. The meeting will be LIVE WEBCAST from the City Council Chamber, 1243 National City Boulevard, National City, California. (Applicant: Shimon G&M, Inc.)

Due to the precautions taken to combat the spread of coronavirus (COVID-19), City Council Chambers is closed to the public. Anyone interested in this public hearing may observe it on the City's website at <http://nationalcityca.new.swagit.com/views/33>.

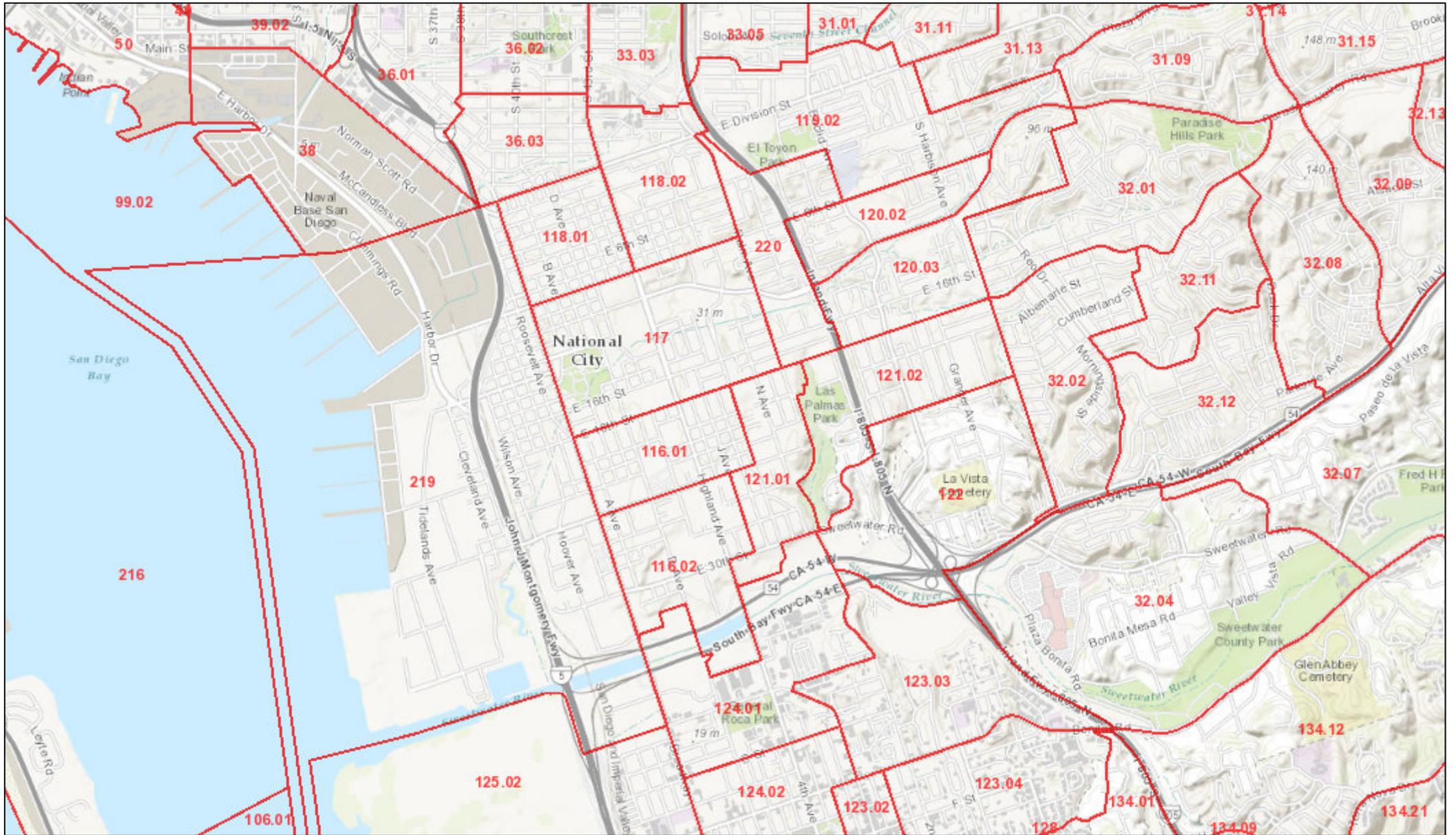
The applicant is proposing to sell beer and wine in conjunction with on-site food sales in the new 1,600 square-foot restaurant (ABC Type 41). Proposed operation hours are 11:00 a.m. to 10 p.m. daily. There will be seating for 36 people inside the restaurant.

Members of the public are invited to comment. Written comments should be received on or before 4:00 p.m., **April 18, 2022** by the Planning Division, who can be contacted at 619-336-4310 or [planning@nationalcityca.gov](mailto:planning@nationalcityca.gov).

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DIVISION

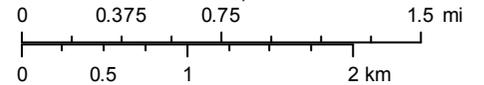
ARMANDO VERGARA  
Director of Community Development



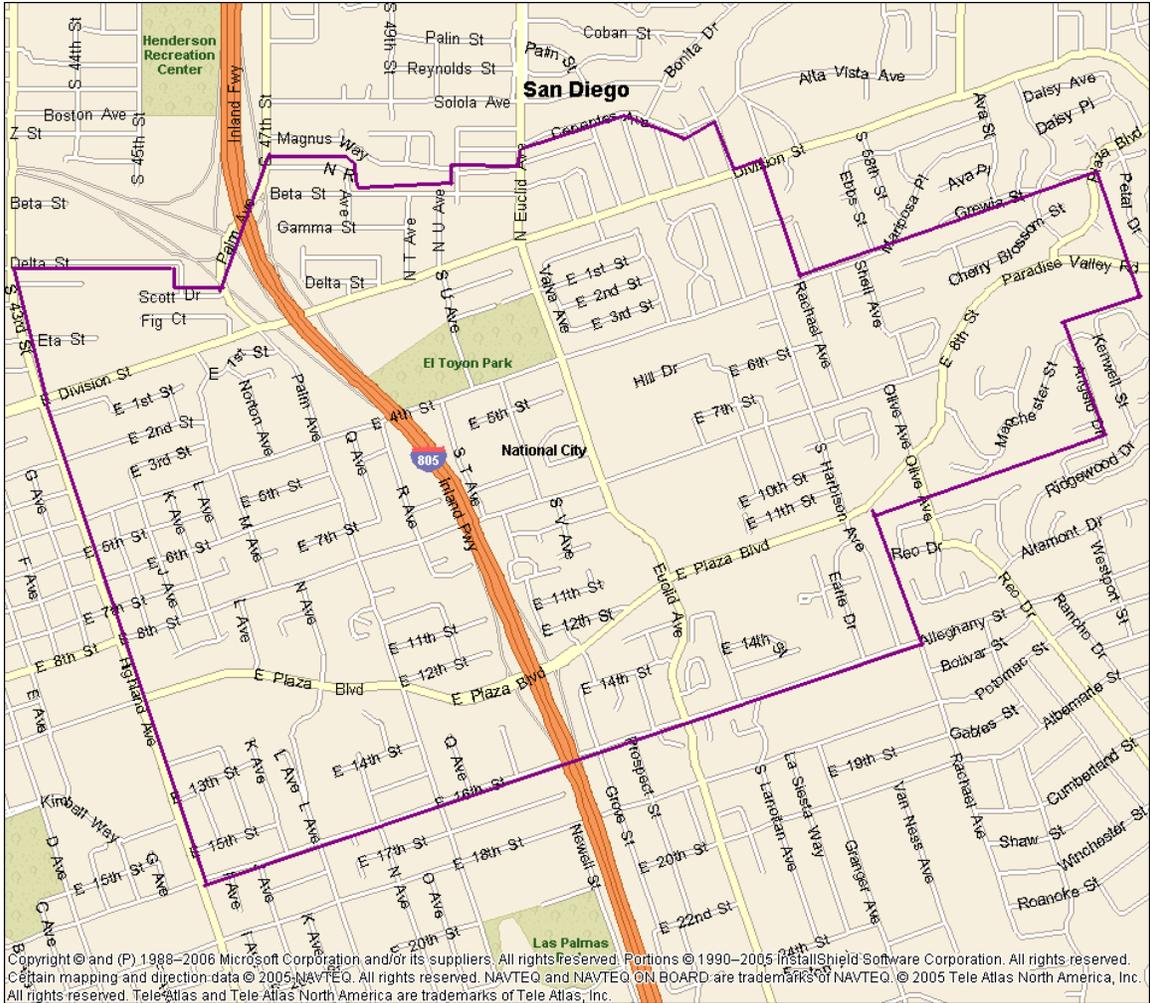
August 25, 2014

CensusTracts 2010

1:45,467



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



# City of National City Beat 21

Source: Microsoft Mappoint  
NCPD CAU, 4/18/07



VI. Calls for Service at Location (for previous 6 months)

- Below (1 pt)
- Average (2 pts)
- Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

- Mostly commercial businesses (1 pt)
- Some businesses, some residential (2 pts)
- Mostly residential (3 pts)

Low Risk ( 12pts or less) Medium Risk (13 – 18pts) High Risk (19 – 24pts)  <b>Total Points</b> _____
--

VIII. Owner(s) records check

- No criminal incidents (0 pts)
- Minor criminal incidents (2 pts)
- Multiple/Major criminal incidents (3 pts)

OWNER NAME: \_\_\_\_\_ DOB: \_\_\_\_\_

OWNER ADDRESS: \_\_\_\_\_

OWNER NAME: \_\_\_\_\_ DOB: \_\_\_\_\_

OWNER ADDRESS: \_\_\_\_\_

**Recommendation:**

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Completed by: \_\_\_\_\_ Badge ID: \_\_\_\_\_

## **INVITATION TO COMMUNITY MEETING**

**DATE:**

WEDNESDAY, FEB. 16th, 10:00 AM

**Subject site:**

2527 E. Plaza Blvd., National City, CA 91950

**Meeting Location:**

2527 E. Plaza Blvd., National City, CA 91950

**ABOUT:**

You are invited to attend a community meeting to provide the detail of new restaurant, BBQ National City and Q&A for any concern.

APN: 558-010-48-00

RESOLUTION NO. 2022-13

A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF NATIONAL CITY, CALIFORNIA  
APPROVING A CONDITIONAL USE PERMIT  
FOR BEER AND WINE SALES AT A  
NEW RESTAURANT (BB.Q CHICKEN)  
LOCATED AT 2527 EAST PLAZA BLVD.  
CASE FILE NO. 2022-07 CUP  
APN: 558-010-48

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for beer and wine sales at a new restaurant (BB.Q Chicken) located at 2527 East Plaza Blvd. at a duly advertised public hearing held on April 18, 2022, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2022-07 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on April 18, 2022, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is permitted within the MXD-1 zone pursuant to a CUP and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan, because alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. There is no Specific Plan in the area. In addition, a restaurant use is consistent with the MXD-1 land use designation contained in the Land Use and Community Character element of the General Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the proposed alcohol sales and live entertainment would be accessory to the primary use of food sales, and because a restaurant existed on the site previously.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive Responsible Beverage Sales and Service (RBSS) training.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and is not considered a project under CEQA, as no development is proposed. In addition, the proposed use is similar to other commercial uses in the area, which are permitted in the MXD-1 zone.
7. The proposed use is deemed essential and desirable to the public convenience or necessity, because alcohol sales will contribute to the viability of the restaurant, an allowed use in the MXD-1 zone.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

#### General

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption at a proposed restaurant (BB.Q Chicken) located at 2527 East Plaza Blvd. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2022-07 CUP, dated 1/10/2022.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by

the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.

3. This permit shall become null and void at such time as there is no longer a Type 41 California Department of Alcoholic Beverage Control license associated with the property.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

#### Planning

7. No alcohol sales are permitted until the applicant has been issued a Type 41 license from the California Department of Alcoholic Beverage Control.
8. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
9. The sale of alcoholic beverages shall only be permitted between the hours of 11:00 a.m. and 10 p.m. daily.
10. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be

necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.

11. Alcohol shall be available only in conjunction with the purchase of food.
12. Permittee shall post signs at all exits to outdoor areas, indicating that alcoholic beverages must be consumed inside the restaurant or patio area and may not be taken off-premises.
13. No live entertainment shall be permitted without modification of this CUP.
14. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.
15. A non-combustible cover shall be provided, subject to any required building permits, for the trash enclosure.

#### Police

16. The permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of April 18, 2022, by the following vote:

AYES: Sendt, Yamane, Sanchez, Natividad, Castle, Miller

NAYS: None.

ABSENT: Valenzuela.

ABSTAIN: None.

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CHAIRPERSON

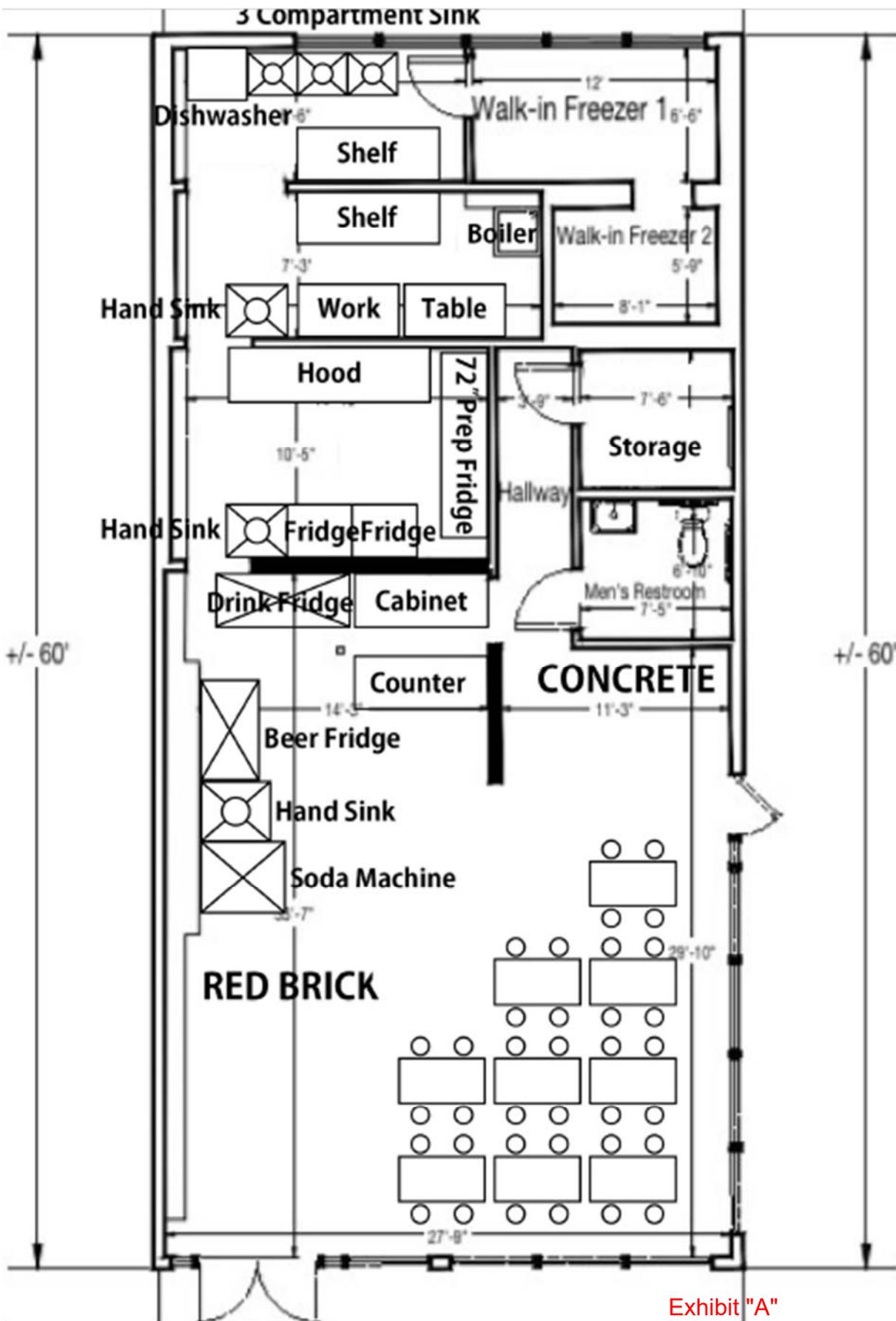


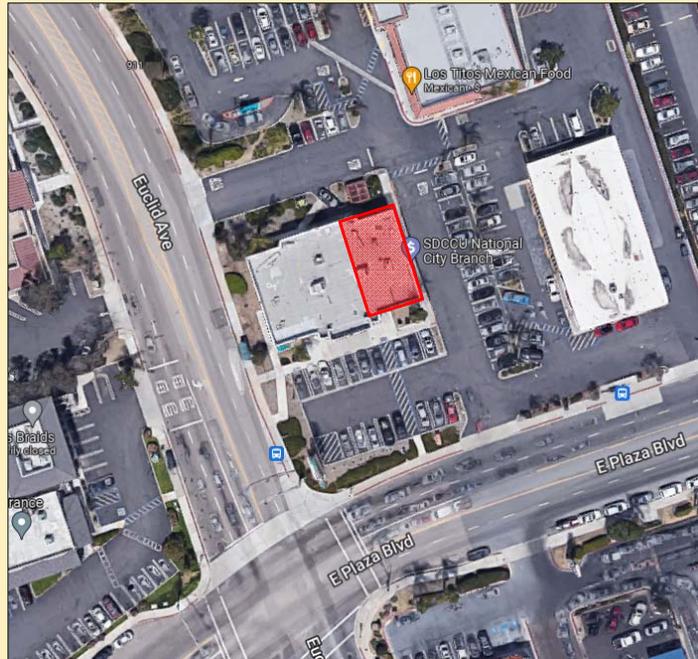
Exhibit "A"  
 Case File No.: 2022-07 CUP  
 Date: 1/10/2022

ATTACHMENT 4



**Public Hearing**  
Conditional Use Permit  
for beer and wine sales at a  
new restaurant (BB.Q Chicken)  
located at 2527 E. Plaza Blvd.  
2022-07 CUP

**Overhead**



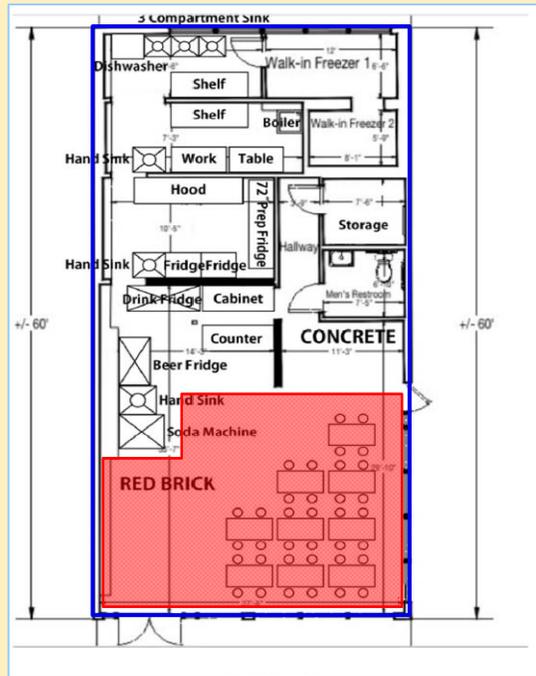
### **Site Characteristics:**

- Shopping center at northeast corner of Plaza & Euclid
  - MXD-1 zone
  - 1.7- acres
  - Vallarta, Walgreens, SDCCU
- Existing suite – T.I. for new restaurant (BB.Q Chicken)
  - 1,600 ft<sup>2</sup> in size
  - No outside seating

### **Proposal:**

- Applicant requesting beer and wine sales
  - ABC Type 41
  - Incidental to restaurant use
- Hours of operation are 11:00 a.m. to 10:00 p.m. daily
- Alcohol sales hours proposed to be the same
- No live entertainment is proposed
- 36 seats all located indoors

## **Floor Plan**



### **Analysis:**

- Request consistent with Code requirements (alcohol):
  - Mailing – 660 feet owners/occupants (944)
  - Community Meeting (2/16)
  - Distance from schools (n/a)
  
- Census Tract 120.02
  - Plaza Blvd north to E. 8<sup>th</sup> St.; I-805 to Paradise Valley Rd.
  
- Tract not considered over-concentrated
  - 4 on-sale licenses where 4 recommended
  - 1 more would mean overconcentration

### **Analysis (cont.):**

- PD comments:
  - Risk Assessment
  - 12 points (low risk)
  
- IPS comments
  - No comments
  - RBSS training

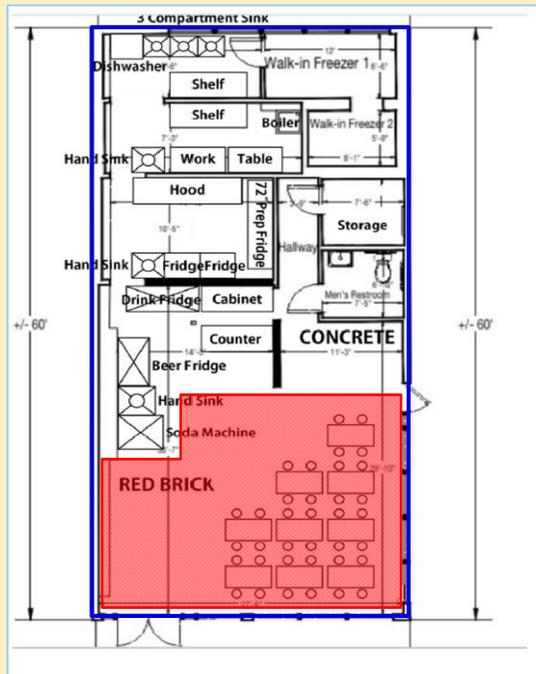
### **Conditions/Summary:**

- Conditions of Approval
  - Standard conditions specific to on-site alcohol sales (per Council Policy 707)
    - Hours of operation, employee training, accessory sales
  
- Proposed use consistent with General Plan
  - Alcohol sales conditionally-allowed use in MXD-1 zone
  - Alcohol sales would be accessory to restaurant use in established commercial area
  - Addition of beer and wine sales not expected to increase demand for parking, other services on the property
  - Census tract not currently over-concentrated
  - Beer and wine will only be available with the sale of food

**Options:**

- Approve CUP based on attached findings / findings determined by the Commission; or
- Deny CUP based on attached findings / findings determined by the Commission; or
- Continue the item for additional information
- Staff recommending approval
- Notice of Decision to City Council

**Floor Plan**



The following page(s) contain the backup material for Agenda Item: [Notice of Decision – Planning Commission approval of a Conditional Use Permit for the modification of an existing wireless communications facility located at 2435 Sweetwater Road. \(Applicant: DISH Wireless\) \(Case File 2022-10 CUP\) \(Planning\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** | May 3, 2022 |

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Notice of Decision – Planning Commission approval of a Conditional Use Permit for the modification of an existing wireless communications facility located at 2435 Sweetwater Road. (Applicant: DISH Wireless) (Case File 2022-10 CUP)

**PREPARED BY:** Martin Reeder, AICP *MR*

**DEPARTMENT:** Community Development

**PHONE:** | 619-336-4313 |

**APPROVED BY:**   
Director of Community Development

**EXPLANATION:**

The current project location is the Super 8 hotel at 2435 Sweetwater Road. The property is located on the northwest corner of Sweetwater Road and Cypress Street in the MXD-2 zone. The existing facility consists of nine antennas located behind a screening wall designed to match the architecture of the building. The proposed facility would utilize the existing screen and would install a new architecturally-compatible screen on another part of the building to the east. The new screen would be the same height of the current facility. DISH Wireless proposes to install one sector of antennas in the previous area and two new sectors in the new location.

The Planning Commission conducted a public hearing on April 18, 2022 and voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

Categorically Exempt pursuant to Class 3 Section 15303 (New Construction or Conversion of small structures)

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

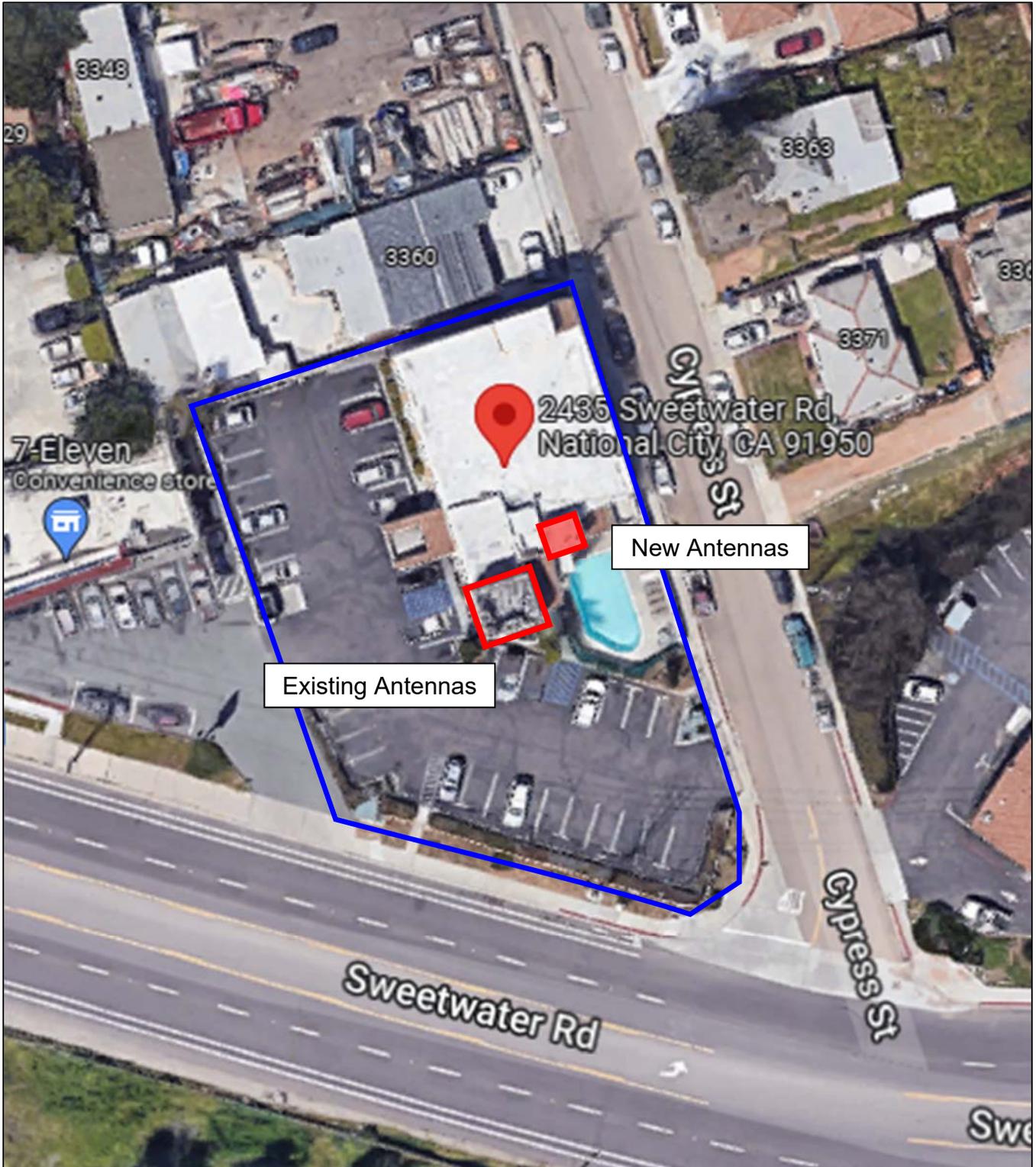
Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the Conditional Use Permit.  
Ayes: Castle, Miller, Natividad, Sanchez, Sendt, Yamane      Absent: Valenzuela

**ATTACHMENTS:**

1. Overhead
2. Planning Commission Staff Report
3. Resolution No. 2022-14
4. Reduced Plans
5. PowerPoint presentation from Planning Commission meeting





COMMUNITY DEVELOPMENT DEPARTMENT – PLANNING DIVISION  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

**PLANNING COMMISSION STAFF REPORT**

Title: PUBLIC HEARING – CONDITIONAL USE PERMIT FOR THE MODIFICATION OF AN EXISTING WIRELESS COMMUNICATIONS FACILITY LOCATED AT 2435 SWEETWATER ROAD.

Case File No.: 2022-10 CUP

Location: Super 8 by Wyndham hotel

Assessor's Parcel No.: 564-250-50

Staff report by: Martin Reeder, AICP – Principal Planner

Applicant: Kim Ice for DISH Wireless

Zoning designation: MXD-2 – Major Mixed-Use District

Adjacent land use/zoning:

North: Residential / RS-2 (Small Lot Residential)

East: Residential and commercial (restaurant and bar) across Cypress Street / RS-2 and MXD-2 respectively

South: State Route 54 across Sweetwater Road / OS (Open Space)

West: 7-Eleven / MXD-2

Environmental review: Categorically Exempt pursuant to Class 3 Section 15303 (New Construction or Conversion of small structures)

Staff recommendation: Approve

**ATTACHMENT 2**

### Staff Recommendation

Staff is recommending approval of the Conditional Use Permit (CUP) modification request. The proposal will increase the effectiveness of the facility and will continue to incorporate screening to make the facility unobtrusive, consistent with Land Use Code (LUC) requirements.

### Executive Summary

DISH Wireless has applied for a CUP to modify an existing approved wireless telecommunications facility and install associated equipment. Modifications include upgraded antennas, a new antenna sector, and screening of all proposed antennas.

### Site Characteristics

The current project location is the Super 8 hotel at 2435 Sweetwater Road. The property is located on the northwest corner of Sweetwater Road and Cypress Street in the MXD-2 zone. There is a single-family neighborhood to the north, both in the City and the community of Lincoln Acres (San Diego County), State Route 54 to the south. Other commercial uses located along Sweetwater Road east and west, including 7 Eleven, 664 TJ Birreria, and N City Sports Lounge.

### Proposal

The existing facility consists of nine antennas located behind a screening wall designed to match the architecture of the building. The proposed facility would utilize the existing screen and would install a new architecturally-compatible screen on another part of the building to the east. The new screen would be the same height of the current facility. Photo simulations and plans are attached as Attachment 7.

### Analysis

The proposal is consistent with General Plan policy E-3.3 (Education and Public Participation) that aims to increase access to wireless internet connections, computers, and other forms of communication technology. The proposal is also consistent with the LUC, because wireless communications facilities are a conditionally-allowed use in the MXD-2 zone.

The LUC requires that telecommunication facilities be sensitively designed to be compatible with, and minimize visual impacts to, surrounding areas. It also requires that telecommunication facilities and appurtenances be screened by existing or proposed landscaping, to the extent possible, without compromising reception and/or transmission.

The LUC also requires telecommunication facilities to be located at least 75 feet from any habitable structure on a separate property. The proposed facility meets this requirement, as the closest habitable building on another property is located approximately 85 feet away to the north.

The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA). Staff has determined that the proposed use is categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this CUP. Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and, the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The proposed use would be consistent with this description as a new, small facility.

Conditions of Approval

Conditions requiring building and fire code compliance are attached, as well as standard Conditions of Approval for CUPs.

Required findings

The Municipal Code contains required findings for CUPs. There are six required findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a CUP and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the MXD-2 zone pursuant to a CUP, and the proposed facility meets the required telecommunication facility design guidelines that include providing the minimum distance requirements from habitable space and screening the facility.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

General Plan Policy E-3.3 encourages access to wireless internet connections, computers, and other forms of communication technology: the proposed facility will provide increased internet/cellular data as well as standard cellphone service capability. In addition, the proposed facility is a conditionally-permitted use in the MXD-2 zone.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The facility will be located on the roof of the building without interfering with the existing use. No future expansion of the building is proposed that the facility would conflict with. The screening for the antennas will match the architectural style of the building, in compliance with the LUC.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The site is suitable for the proposed telecommunication facility because the building on which the facility will be located is existing, no expansion or future use that the proposal would conflict with is anticipated, and the facility will meet all development standards and distance requirements.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The proposed facility will not be highly visible due to the height of the building compared to other development in the area, and because of screening walls around the antennas.

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act.

The proposed project has been reviewed in compliance with the CEQA. Staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this CUP.

The 1996 Telecommunications Act states that, "no State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's

regulations concerning such emissions.” It should also be pointed out that if approved by a local jurisdiction, all wireless communications facilities must obtain all required state and federal permits in order to operate. A Condition of Approval is included requiring these permits.

All property owners and occupants within 300 feet of the project were notified of the public hearing. In this case, the total number of persons notified was 103.

### Summary

The proposed project is consistent with the General Plan and LUC in that it meets all applicable design requirements for wireless communication facilities. The project is considered ‘stealth’ in that it would screen the antennas from adjacent uses. The modified facility will improve coverage in the area for DISH Wireless customers.

### Options

1. Approve 2022-10 CUP subject to the attached conditions, and based on attached findings or other findings as determined by the Planning Commission; or
2. Deny 2022-10 CUP based on findings as determined by the Planning Commission; or,
3. Continue the item for additional information

Attachments

1. Recommended Findings
2. Recommended Conditions
3. Overhead
4. Existing Wireless Facilities Map & List
5. Public Hearing Notice (Sent to 103 property owners and occupants)
6. Notice of Exemption
7. Applicant's Plans (Exhibits A and B, Case File No. 2022-10 CUP, dated 2/3/2022)
8. Resolution



MARTIN REEDER, AICP  
Principal Planner



ARMANDO VERGARA  
Director of Community Development

## **RECOMMENDED FINDINGS FOR APPROVAL**

### **2022-10 CUP – 2435 Sweetwater Road**

1. That the proposed use is allowable within the applicable zoning district pursuant to a CUP and complies with all other applicable provisions of the Land Use Code, because use is allowable within the MXD-2 zone pursuant to a CUP, and the proposed facility meets the required telecommunication facility design guidelines that include providing the minimum distance requirements from habitable space and screening the facility.
2. That the proposed use is consistent with the General Plan and any applicable specific plan, because General Plan Policy E-3.3 encourages access to wireless internet connections, computers, and other forms of communication technology: the proposed facility modifications provide increased internet/cellular data as well as standard cellphone service capability. In addition, the proposed facility is a conditionally-permitted use in the MXD-2 zone.
3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the facility will be located on the roof of the building without interfering with the existing use. No future expansion of the building is proposed that the facility would conflict with. The screening for the antennas will match the architectural style of the building, in compliance with the LUC.
4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the building on which the facility will be located is existing, no expansion or future use that the proposal would conflict with is anticipated, and the facility will meet all development standards and distance requirements.
5. That granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed facility will not be highly visible due to the height of the building compared to other development in the area, and because of screening walls around the antennas.

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act and has been determined to be categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this CUP.

## **RECOMMENDED CONDITIONS OF APPROVAL**

### **2022-10 CUP – 2435 Sweetwater Road**

#### **General**

1. This *Conditional Use Permit* authorizes the modification of an existing wireless communications facility at 2435 Sweetwater Road. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibits A and B, Case File No. 2022-10 CUP, dated 2/3/2022. Any additional antennas or facilities must be in substantial conformance with the design for installation shown on these plans.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or assign prior to recordation.
3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

### Building

7. Plans submitted for demolition and construction improvements shall comply with the current editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

### Fire

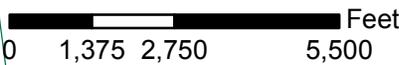
8. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC), National Fire Protection Association (NFPA), and California Code of Regulations (CCR).
9. The National City Fire Department shall be involved with all fire inspections for this site. Rough inspections are required for all phases of work.

### Planning

10. All appropriate and required local, state and/or federal permits must be obtained and/or modified prior to operation of the wireless communications facility.
11. Antennas shall be screened from adjacent views through the use of screening walls no higher than the antennas plus one foot. Screening walls shall be textured and painted to match the architectural style and color of the existing building.
12. The permittee shall not object to co-locating additional facilities of other communication companies and sharing the project site, provided such shared use does not result in substantial technical or quality-of-service impairment for the permitted use. In the event a dispute arises with regard to co-locating with other existing or potential users, the City may require a third party technical study at the expense of either or both the applicant and the complaining user. This condition in no way obligates the City to approve any co-location proposal if it is determined by the City not to be desirable in a specific case.
13. The applicant or operator shall be responsible for the removal and disposal of any antennas, equipment or facilities that are abandoned, decommissioned, or become obsolete within six (6) months of discontinuance.



- Wireless facilities in National City
- △ Wireless facilities in unincorporated area



# Wireless Communication Facilities



National City Planning Department 2012

<b>FACILITY</b>	<b>APN</b>	<b>LOCATION</b>	<b>PROVIDER</b>	<b>FILE_NO_</b>
<b>1</b>	562-340-44	<b>2434 Southport</b>	Urban Comm Rad	CUP-1992-11 Radio communication facility (microwave transmitter)- 80-foot tall tower and 8-foot in diameter dish antenna
<b>2</b>	562 340 26	<b>300 W 28th</b>	AirTouch	CDC Reso 94-28 75-foot monopole with three sector antennas and 450-sa foot equipment building.
	562-340-26	<b>300 W 28th</b>	Nextel	CUP-2003-30 12 antennae on existing communications tower and a 270 square foot equipment enclosure adjacent to existing equipment
<b>4</b>	559-032-02	<b>1215 Wilson</b>	Pac Bell	CUP-1995-11 Located on roof of existina building. PCS facility- six roof-mounted antennas and two ground-mounted equipment boxes.
<b>5</b>	557-410-03	<b>1645 E Plaza</b>	Pac Bell	CUP--1995-13 Located on roof of Quality Inn. PCS facility- six panel antennas and equipment cabinet.
<b>6</b>	555-086-11	<b>910 Hoover</b>	AirTouch	CUP-1995-18 Located on existing building. Cellular facility- three support structures with five panel antennas each, two dish antennas and equipment cabinet
<b>7</b>	556-471-24	<b>801 National City Blvd</b>	AT&T	CUP-1996-2 Located on roof of Red Lion Hotel. Paging facility- four whip antennas, one global positioning satellite antenna and equipment cabinet.
	556-471-24	<b>801 National City Blvd</b>	Nextel	CUP-1994-8 Located on roof of Red Lion Hotel. ESMR facility- three whip antennas and equipment cabinet.
	556-471-24	<b>801 National City Blvd</b>	Pagenet	CUP-1996-12 Located on roof of hotel. Paging facility- four antennas and equipment cabinet one floor down from roof.
	556-471-24	<b>801 National City Blvd</b>	AT&T	CUP-1999-5 Located atop Red Lion Hotel. Wireless communication facility- four antennas and radio base svstem.
<b>8</b>	554-120-30	<b>2400 E 4th</b>	AT&T	CUP-1996-4 Located on roof of Paradise Valley Hospital. Paaina facility- four whip antennas, one alobal PPositioninasatellite antenna and equipment cabinet.
<b>9</b>	559-160-13	<b>1022 W Bay Marin</b>	GTE	CUP-1996-5 Located on a 360-sa foot building. Cellular facility- 60-foot monopole with twelve panel antennas.
<b>10</b>	563-370-36	<b>3007 Highland</b>	Pac Bell	CUP-1996-6 Located on existing Super Saver building. PCS facility- six panel antennas and two equipment cabinets.
<b>12</b>	554-050-12	<b>303 Palm</b>	AirTouch	CUP-1996-8 60-foot hiah monopole with six whip antennas, thirty directional cellular antennas, and three dishes with an eauidmentcabinet at base.
	554-050-12	<b>303 Palm</b>	Sprint PCS	CUP-2001-10 Located on National Guard Armory property. PCS facility six antennas in three 40-foot flag poles, one GPS antenna and a new equipment building.

14	564-471-01	<b>3030 Plaza Bonita Rd</b>	Nextel	CUP-1997-8	Located atop Plaza Bonita sign. ESMR facility- nine antennas and equipment cabinet.
	564-471-01	<b>3030 Plaza Bonita Rd</b>	Pac Bell	CUP-1996-7	Located atop the existing Plaza Bonita sign. PCS facility- three antennas and two equipment cabinets at base of sign.
16	557-420-36	<b>1840 E 12th</b>	Nextel	CUP-1999-4	60-foot monopole on vacant commercial lot.
20	555-082-11	<b>111 W 9th</b>	Sprint	CUP-2000-9	Located atop 2-story Sid's Camet Barn warehouse. Wireless communication facility- twelve wireless panel antennas and 4-inch GPS antenna.
21	555-030-21	<b>330 National City Blvd</b>	GTE	CUP-2000-11	Located atop Bay Theatre. Wireless communication facility- twelve panel antennas and four equipment cabinets.
22	564-250-50	<b>2435 Sweetwater</b>	Sprint	CUP-2000-14	Located at Sweetwater Inn. Global Positioning System with nine panel antennas.
30	557-420-36	<b>1905 E Plaza</b>	Sprint PCS	CUP-2001-3	53 foot tall monopole with nine panel antennas. PCS Facility with one equipment enclosure and a GPS antenna.
32	556-473-18	<b>242 E 8th</b>	AT&T	CUP-2001-6	Located atop an existing church.
34	563-370-35	<b>3007 Highland</b>	Nextel	CUP-2001-12	Located atop Sweetwater Square. New equipment building over trash enclosure, nine panel antennas and one GPS antenna.
36	563-231-38	<b>1914 Sweetwater</b>	Cingular	CUP-2002-3	Located on an existing 75 foot tall pole sign for the Sweetwater Town and Country Shopping Center.
37	564-310-37	<b>3737 Sweetwater</b>	Cingular	CUP-2002-4	72 foot tall monopole with standard equipment enclosure
39	556-101-15	<b>241 National City Blvd</b>	Cingular	CUP-2002-6	12 panel antennas behind four new partial parapet walls atop an existing furniture store; four equipment cabinets outside
40	558-200-24	<b>2415 E 18th</b>	Cingular	CUP-2002-13	Panel antennas located inside new light standards; equipment located inside existing commercial building
41	556-354-13	<b>716 Highland</b>	AT&T	CUP-2002-14	Six facade mounted panel antennas with equipment on roof of PacBell switching station. Equipment screened to match existing.
44	556-590-61	<b>1019 Highland</b>	Sprint PCS	CUP-2002-24	6 panel antennas in a new monument sign in the South Bay Plaza shopping center
	556-590-61	<b>1019 Highland</b>	Cingular	CUP-2002-2	Located atop South Bay Plaza on an existing mechanical equipment screen.
51	552-283-11	<b>2323 E Division</b>	Sprint	CUP-2004-6	3 panel antennas in a 9x10x16 roof-mounted cupola

52	560-191-30	<b>1701 D Ave</b>	Nextel	CUP-2004-12	12 panel antennas on a 57' faux broadleaf tree with 230 square foot equipment enclosure
53	551-570-20	<b>51 N Highland</b>	Sprint	CUP-2004-15	2 panel antennas in a 45' flagpole with 4 wall-mounted equipment cabinets
55	563-231-39	<b>1914 Sweetwater</b>	Nextel	PC Reso 20-2002	2 panel antennas in a 45' flagpole with 4 wall-mounted equipment cabinets
57	554-120-24	<b>2701 E 8th</b>	Cingular	PC Reso 02-2001	Co-location in church spire-3 antennas within existing architectural feature
	554-120-24	<b>2701 E 8th</b>	T-Mobile	CUP-2000-19	Located at existing church. Antennas located in a 60-foot monument.
	554-120-24	<b>2701 E 8th</b>	Sprint	CUP-2000-27	12 panel antennas mounted on exterior of self-storage building and painted to match; all equipment located inside of the buildings
	554-120-24	<b>2701 E 8th</b>	AT&T	CUP-2000-19	Located at existing church. Antennas located in a 60-foot monument
58	558-030-30	<b>1035 Harbison</b>	Nextel	CUP-2005-3	12 panel antennas on a monopalm with 299 SQ.ft. equipment enclosure.
60	556-510-12	<b>914 E 8th</b>	Cingular	CUP-2005-10	12 panel antennas on 39-ft monopine with 280 sq. ft. equipment shelter
61	559-040-53	<b>1439 Tidelands</b>	Cingular	CUP-2005-9	12 panel antennas on monopalm with associated equipment shelter
	559-040-53	<b>1445 Tidelands</b>	Nextel	CUP-2000-31	40-foot monopalm with three sectors of four antennas each and equipment shelter
63	562-200-02	<b>2900 Highland</b>	Cingular	CUP-2005-12	3 antennas on replacement light standard with associated equipment shelter
64	563-010-47	<b>2605 Highland</b>	Cricket	CUP-2006-11	3 antennas in new architectural feature of church with associated equipment
	563-010-47	<b>2605 Highland</b>	Sprint	CUP-2002-18	Six panel antennas and equipment inside a new 54 foot tall monument/cross/sign.
65	557-420-31	<b>1900 E Plaza</b>	Cricket	CUP-2006-6	3 antennas on new faux palm tree with associated equipment
	557-420-31	<b>1900 E Plaza</b>	Cingular	CUP-2004-4	5 panel antennas in a new pole sign at Jimmy's Restaurant
67	561-222-23	<b>1526-40 E 18th</b>	T-Mobile	CUP-2006-10	12 panel antennas on a new 45-foot tall faux pine tree with associated equipment shelter
68	564-471-07	<b>3030 Plaza Bonita Rd</b>	Cingular	CUP-2005-24	12 antennas facade mounted to new rooftop enclosure that will house equipment

<b>68</b>	564-471-07	<b>3030 Plaza Bonita Rd</b>	Verizon	CUP-2003-13	12 panel antennas on the roof of the Plaza Bonita Mall behind a screen wall
<b>69</b>	559-106-17	<b>525 W 20th</b>	Cricket	CUP-2005-25	3 antennas on existing self storage building painted to match with associated equipment
	559-106-17	<b>525 W 20th</b>	Sprint	CUP-2001-4	Located on existina storaae building. Wireless communication facility- 9 antennas and equipment building.
<b>70</b>	554-050-15	<b>2005 E 4th</b>	Cricket	PC Reso 09-2003	3 antennas on existing light standard with associated equipment shelter
	554-050-15	<b>2005 E 4th</b>	Cingular	CUP-2003-5	12 panel antennas on a replacement 100 foot light standard in EITovon park and a 160 square foot equipment enclosure.
	554-050-15	<b>2005 E 4th</b>	GTE	CUP-1998-4	Located in EITovon Park. Cellular facility- 97'8" monopole with twelve panel antennas, three omni antennas, and 192-sqfoot equipment building.
	554-050-15	<b>2005 E 4th</b>	Nextel	CUP-2005-15	12 panel antennas on a 47-foot tall faux-broadleaf awith 230 sq. ft.equipment shelter
<b>71</b>	564-290-06	<b>3820 Cagle St</b>	Cricket	PC RESO 10-2004	3 antennas on existing faux pine tree with vaulted equipment shelter
	564-290-06	<b>3820 Cagle St</b>	Sprint	CUP-2001-2	Located at Sweetwater Heights Centennial Park. Wireless communication facility- 35-foot pole with six antennas, equipment building and adjacent liahting for the park.
	564-290-06	<b>3820 Cagle St</b>	T-Mobile	CUP-2004-3	Located at Sweetwater Heights Centennial Park. Wireless communication facilitv- 55-foot monopine with twelve panel antennas and equipment building
	564-290-06	<b>3820 Cagle St</b>	Cingular	PC Reso 11-2002	Co-location on 55-foot monopine - additional 12 panel antennas and new 275 SQ.ft. equipment vault
<b>72</b>	669-060-26	<b>5800 Boxer Rd</b>	Cricket	PC RESO 32-2003	3 antennas on existing water tower with associated equipment shelter
	669-060-26	<b>5800 Boxer Rd</b>	T-Mobile	CUP-2003-16	12 panel antennas on the outside of the 0.0. Arnold water tank and a 150 square foot equipment enclosure adiacent to the tank
	669-060-26	<b>5800 Boxer Rd</b>	Sprint	PC Reso 32-2003	6 panel antennas on the outside of the 0.0. Arnold water tank and a 360 square foot equipment enclosure adjacent
	669-060-26	<b>5800 Boxer Rd</b>	Cingular	CUP-2005-21	12 panel antennas on the outside of the 0.0. Arnold water tank and a 520 square foot equipment enclosure adjacent
<b>73</b>	562-330-43	<b>152 W 33rd</b>	Cricket	PC Reso 21-2002	3 antennas on existing self storage within matching architectural projection with associated equipment
	562-330-43	<b>152 W 33rd</b>	Sprint	CUP-2002-8	12 panel antenas mounted on exterior of self-storage building and painted to match; all equipment located inside of the

74	555-053-17	<b>700 NCB</b>	Cricket	PC Reso 05-2000	3 antennas facade mounted to existina hotel with associated equipmen
	555-053-17	<b>700 NCB</b>	Metricom	CUP-2000-4	Located atop Holiday Inn. Wireless communication facility with equipment cabinet.
	555-053-17	<b>700 NCB</b>	Skytel	CUP-2000-30	Located atop Holiday Inn Hotel. - 8-foot whip antenna, two 4x2-foot panel antennas, and one GPS antenna with two indoor equipment cabinets.
75	560-203-03	<b>1800 National City Blvd</b>	Nextel	CUP-2006-15	15 panel antennas behindscreen wall atop existing car dealership with associated equipment
76	561-360-35	<b>1810 E 22nd</b>	Cricket	2007-14 CUP	3 antennas on recreation building at Las Palmas Park
	561-360-35	<b>1820 E 22nd</b>	Sprint-Nextel	CUP-2000-8	Located in Las Palmas Park. Monopalm and equipment along with live palms.
78	560-143-36	<b>1703 Hoover</b>	Cleawire	2009-22 CUP	9 antennas located on 3 different locations on industrial/ warehouse building. Each location will have 2 pannel antennas. Associated equipment will be located in building
79	559-160-33	<b>700 Bay Marina Dr</b>	Cleawire	2009-23 CUP	9 antennas on tower of Marina Gateway Plaza commercial building hidden behind parapet wall. 6-foot tall equiptmant cabinent on roof below tower will be mostly covered
80	560-151-20	<b>142 E 16th</b>	AT&T	2010-11 CUP	6 panel antennas and RF transparent cupola atop National City Ministry Church, as well as a 330 sq ft equipment/storage/trash enclosure on the ground. The 8-foot tall Cupola will have a cross afixed to it in order to appea as part of the church
81	561-271-01	<b>2005 Highland Ave</b>	Plancom	2010-31 CUP	12 antenas on a 43-foot mono-palm on eastern property line
	561-271-01	<b>2005 Highland</b>	T-Mobile	CUP-2003-4	12 antennas on the roof of a Highland Avenue office building
	561-271-01	<b>2005 Highland</b>	Cingular	CUP-2006-2	12 antennas on the roof of a Highland Avenue office building with new cupola to match existing
82	563-184-47	<b>2909 Shelby Dr</b>		P95-025	75-foot monopole and equipment building.
83	563-062-17	<b>2524 Prospect St</b>	AT&T	ZAP99-028	35-foot monopalm with three sector directional antenna system and equipment cabinets.
85	564-310-32	<b>3312 Bonita Heights Lane</b>	AT&T	ZAP00-133	
86	563-063-29	<b>2563 Grove St</b>	AT&T	MUP91-026W2	

86	563-063-29 <b>2563 Grove St</b> Monopole located aside live palm trees.	P91-026W
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CITY OF NATIONAL CITY - PLANNING DIVISION  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

CONDITIONAL USE PERMIT FOR THE MODIFICATION OF  
AN EXISTING WIRELESS COMMUNICATIONS FACILITY  
LOCATED AT 2435 SWEETWATER ROAD.  
CASE FILE NO.: 2022-10 CUP

The National City Planning Commission will hold a public hearing at their regular online meeting after the hour of 6:00 p.m. **Monday, April 18, 2022** on the proposed request. The meeting will be LIVE WEBCAST from the City Council Chamber, 1243 National City Boulevard, National City, California. (Applicant: DISH Wireless)

Due to the precautions taken to combat the spread of coronavirus (COVID-19), City Council Chambers is closed to the public. Anyone interested in this public hearing may observe it on the City's website at <http://nationalcityca.new.swagit.com/views/33>.

The current project site is a Super 8 hotel with an existing wireless communications facility located on the roof. The existing facility consists of nine antennas located behind a screening wall designed to match the architecture of the building. The proposed facility would utilize the existing screen and would install a new architecturally-compatible screen on another part of the building. The new screen would be the same height of the current facility.

Members of the public are invited to comment. Written comments should be received on or before 4:00 p.m., **April 18, 2022** by the Planning Division, who can be contacted at 619-336-4310 or [planning@nationalcityca.gov](mailto:planning@nationalcityca.gov).

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DIVISION

ARMANDO VERGARA  
Director of Community Development



COMMUNITY DEVELOPMENT DEPARTMENT – PLANNING DIVISION  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

**NOTICE OF EXEMPTION**

TO: Assessor/Recorder/County Clerk  
Attn: Fish and Wildlife Notices  
1600 Pacific Highway, Suite 260  
San Diego, CA 92101  
MS: A-33

**Lead Agency:** City of National City

**Project Title:** 2022-10 CUP

**Project Location:** 2435 Sweetwater Road, National City, CA.

**Contact Person:** Martin Reeder

**Telephone Number:** (619) 336-4313

**Description of Nature, Purpose and Beneficiaries of Project:**

Conditional Use Permit for modification of an existing wireless communications facility on a hotel building. The project would increase signal strength and service area for DISH Wireless customers.

**Applicant:**

Kim Ice, OBO DISH Wireless  
40647 La Salle Place  
Murrieta, CA 92563

**Telephone Number:**

(760) 650-6268

**Exempt Status:**

- Categorical Exemption. Class 3 Section 15303 (New Construction or Conversion of small structures)**

**Reasons why project is exempt:**

There is no possibility that the proposed use will have a significant impact on the environment because the facility is existing and located on an existing hotel building, the antennas will be screened by new screening walls and will not affect use of the property.

Date:

MARTIN REEDER, AICP  
Principal Planner

RESOLUTION NO. 2022-14

A RESOLUTION OF THE PLANNING COMMISSION OF  
THE CITY OF NATIONAL CITY, CALIFORNIA,  
APPROVING A CONDITIONAL USE PERMIT FOR THE MODIFICATION OF  
AN EXISTING WIRELESS COMMUNICATIONS FACILITY  
LOCATED AT 2435 SWEETWATER ROAD.  
CASE FILE NO. 2022-10 CUP  
APN: 564-250-50

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for the modification of an existing wireless communications facility located at 2435 Sweetwater Road at a duly advertised public hearing held on February 7, 2022, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2022-10 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on April 18, 2022, support the following findings:

1. That the proposed use is allowable within the applicable zoning district pursuant to a CUP and complies with all other applicable provisions of the Land Use Code, because use is allowable within the MXD-2 zone pursuant to a CUP, and the proposed facility meets the required telecommunication facility design guidelines that include providing the minimum distance requirements from habitable space and screening the facility.
2. That the proposed use is consistent with the General Plan and any applicable specific plan, because General Plan Policy E-3.3 encourages access to wireless internet connections, computers, and other forms of communication technology: the proposed facility modifications provide increased internet/cellular data as well as

standard cellphone service capability. In addition, the proposed facility is a conditionally-permitted use in the MXD-2 zone.

3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the facility will be located on the roof of the building without interfering with the existing use. No future expansion of the building is proposed that the facility would conflict with. The screening for the antennas will match the architectural style of the building, in compliance with the LUC.
4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the building on which the facility will be located is existing, no expansion or future use that the proposal would conflict with is anticipated, and the facility will meet all development standards and distance requirements.
5. That granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed facility will not be highly visible due to the height of the building compared to other development in the area, and because of screening walls around the antennas.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act and has been determined to be categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this CUP.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

#### General

1. This *Conditional Use Permit* authorizes the modification of an existing wireless communications facility at 2435 Sweetwater Road. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibits A and B, Case File No. 2022-10 CUP, dated 2/3/2022. Any additional antennas or facilities must be in substantial conformance with the design for installation shown on these plans.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the

approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or assign prior to recordation.

3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

#### Building

7. Plans submitted for demolition and construction improvements shall comply with the current editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

#### Fire

8. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC), National Fire Protection Association (NFPA), and California Code of Regulations (CCR).
9. The National City Fire Department shall be involved with all fire inspections for this site. Rough inspections are required for all phases of work.

#### Planning

10. All appropriate and required local, state and/or federal permits must be obtained and/or modified prior to operation of the wireless communications facility.
11. Antennas shall be screened from adjacent views through the use of screening walls no higher than the antennas plus one foot. Screening walls shall be textured and painted to match the architectural style and color of the existing building.

12. The permittee shall not object to co-locating additional facilities of other communication companies and sharing the project site, provided such shared use does not result in substantial technical or quality-of-service impairment for the permitted use. In the event a dispute arises with regard to co-locating with other existing or potential users, the City may require a third party technical study at the expense of either or both the applicant and the complaining user. This condition in no way obligates the City to approve any co-location proposal if it is determined by the City not to be desirable in a specific case.
13. The applicant or operator shall be responsible for the removal and disposal of any antennas, equipment or facilities that are abandoned, decommissioned, or become obsolete within six (6) months of discontinuance.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of April 18, 2022, by the following vote:

AYES: Sendt, Yamane, Sanchez, Natividad, Castle, Miller

NAYS: None.

ABSENT: Valenzuela

ABSTAIN: None.

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CHAIRPERSON



DISH Wireless L.L.C. SITE ID:  
**SDSAN00100A**

DISH Wireless L.L.C. SITE ADDRESS:  
**2435 SWEETWATER RD.,  
NATIONAL CITY, CA 91950**

**LEGAL DESCRIPTION**  
LOT:3 CITY: SAN DIEGO SUBD:SOUTHCREST PARK PLAZA TR#:13168 TR 13168 LOT 3 MAP REF:013168

**SCOPE OF WORK**  
THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:  
**SECTOR SCOPE OF WORK:**  
• INSTALL (3) PROPOSED PANEL ANTENNAS (1 PER SECTOR)  
• INSTALL (3) PROPOSED ANTENNA MOUNTS (SECTOR "C")  
• INSTALL (1) PROPOSED FRP SCREEN ENCLOSURE (SECTOR "A" AND "B")  
• INSTALL (6) PROPOSED RRUs (2 PER SECTOR)  
• INSTALL (2) PROPOSED SURGE SUPPRESSION DEVICE  
• INSTALL (2) PROPOSED HYBRID / DISCREET CABLE  
INSTALL (2) DISCREET CABLES ROUTED WITHIN 3" RGS CONDUITS IN SLEEPERS  
**ROOFTOP SCOPE OF WORK:**  
• INSTALL (1) PROPOSED UL LISTED EQUIPMENT CABINET  
• INSTALL (1) PROPOSED ELECTRICAL METER  
• INSTALL (1) PROPOSED POWER CONDUIT  
• INSTALL (1) PROPOSED TELCO CONDUIT  
• INSTALL (1) PROPOSED NEMA 3 TELCO-FIBER BOX  
• INSTALL (1) PROPOSED GPS UNIT  
• INSTALL (1) PROPOSED PPC WITH GENERATOR RECEPTACLE

**SITE INFORMATION**  
PROPERTY OWNER: ISHVER KRUPA HOSPITALITY, LLC  
ADDRESS: 2435 SWEETWATER RD., NATIONAL CITY, CA 91950  
TOWER TYPE: ROOFTOP  
TOWER CO SITE ID: SDSAN00100A  
COUNTY: SAN DIEGO  
LATITUDE (NAD 83):  
LONGITUDE (NAD 83):  
ZONING JURISDICTION: CITY OF SAN DIEGO  
ZONING DISTRICT: CC-3-6  
PARCEL NUMBER: 564-250-50-00  
EXISTING OCCUPANCY GROUP: B  
PROPOSED OCCUPANCY GROUP: U  
EXISTING CONSTRUCTION TYPE: V-B  
PROPOSED CONSTRUCTION TYPE: V-B  
EXISTING CARRIERS: T-MOBILE  
POWER COMPANY: SDG&E  
TELEPHONE COMPANY: AT&T

**PROJECT DIRECTORY**  
APPLICANT: DISH Wireless L.L.C.  
5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120  
TOWER OWNER: ISHVER KRUPA HOSPITALITY, LLC  
SITE DESIGNER: CELLSITE CONCEPTS  
16885 VIA DEL CAMPO CT. STE 318  
SAN DIEGO, CA 92127  
TEL (858) 432-4112  
SITE ACQUISITION: STAND 8  
(760) 650-6268  
CONSTRUCTION MANAGER: ANTHONY WOODARD  
(858) 243-0202  
ANTHONY.WOODARD@DISH.COM  
RF ENGINEER: LALAINA BERBA  
(303) 706-5787



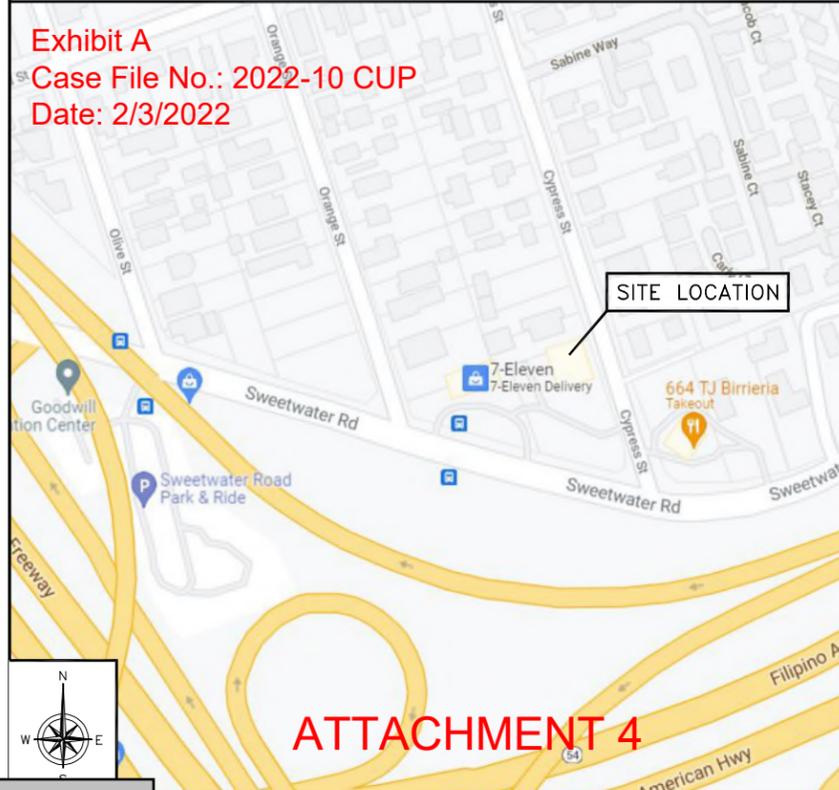
**SITE PHOTO**



**DIRECTIONS**

**DIRECTIONS FROM DISH Wireless L.L.C. OFFICE/AIRPORT/DOWNTOWN:**  
START OUT GOING WEST ON TERMINAL ACCESS RD.  
TAKE TERMINAL ACCESS RD TOWARD TERMINAL RETURN/AIRPORT EXIT/PARKING.  
TURN SLIGHT RIGHT TOWARD RENTAL CAR RETURN/1-5/DOWNTOWN.  
TURN SLIGHT RIGHT ONTO N HARBOR DR.  
TURN LEFT ONTO W GRAPE ST., MERGE ONTO I-5 S.  
TAKE EXIT 15C TOWARD B STREET/PERSHING DR.  
MERGE ONTO CA-94 E VIA THE RAMP ON THE LEFT TOWARD ML KING JR FWY.  
MERGE ONTO I-805 S VIA EXIT 3. TAKE THE SWEETWATER RD EXIT, EXIT 8.  
MERGE ONTO SWEETWATER RD.  
ARRIVE AT 2435 SWEETWATER RD, NATIONAL CITY, CA 91950-7745, 2435 SWEETWATER RD IS ON THE LEFT.

**VICINITY MAP**



**UNDERGROUND SERVICE ALERT**  
UTILITY NOTIFICATION CENTER OF CALIFORNIA  
(800) 422-4133  
WWW.CALIFORNIA811.ORG  
CALL 2-14 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

**GENERAL NOTES**

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

**11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED**

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

**CALIFORNIA - CODE COMPLIANCE**

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2019 CALIFORNIA BUILDING CODE (CBC)/2018 INTERNATIONAL BUILDING CODE (IBC)
MECHANICAL	2019 CALIFORNIA MECHANICAL CODE (CMC)/2018 UNIFORM BUILDING CODE (UMC)
ELECTRICAL	2019 CALIFORNIA ELECTRICAL CODE (CEC)/2017 NATIONAL ELECTRICAL CODE (NEC)
CALIFORNIA PLUMBING CODE	2019 CALIFORNIA PLUMBING CODE (CPC) / 2018 UNIFORM PLUMBING CODE (UPC)
FIRE	2019 CALIFORNIA FIRE CODE (CFC) / 2018 (IFC)
2019 CALIFORNIA GREEN BUILDING STANDARDS CODE	
2019 BUILDING ENERGY EFFICIENCY STANDARDS	

**SHEET INDEX**

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
LS-1	TOPOGRAPHIC SURVEY
LS-2	TOPOGRAPHIC SURVEY
A-1	OVERALL SITE PLAN
A-2	ENLARGED BUILDING PLAN
A-3	ANTENNA PLAN AND SCHEDULE
A-4	SOUTHWEST AND SOUTHEAST ELEVATIONS
A-5	NORTHEAST AND NORTHWEST ELEVATIONS
A-6	EQUIPMENT DETAILS
A-7	EQUIPMENT DETAILS

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DRAWN BY: RA  
CHECKED BY: SA  
APPROVED BY: RG

RFDS REV #: 0

**ZONING DOCUMENTS**

SUBMITTALS

REV	DATE	DESCRIPTION
1	10/12/2021	90% P2D'S
2	11/15/2021	100% F2D'S
3	11/19/2021	100% F2D'S
4	02/03/2022	100% F2D'S

A&E PROJECT NUMBER  
**SDSAN00100A**

DISH Wireless L.L.C.  
PROJECT INFORMATION  
**SDSAN00100A**  
2435 SWEETWATER RD.,  
NATIONAL CITY, CA 91950

SHEET TITLE  
**TITLE SHEET**

SHEET NUMBER  
**T-1**

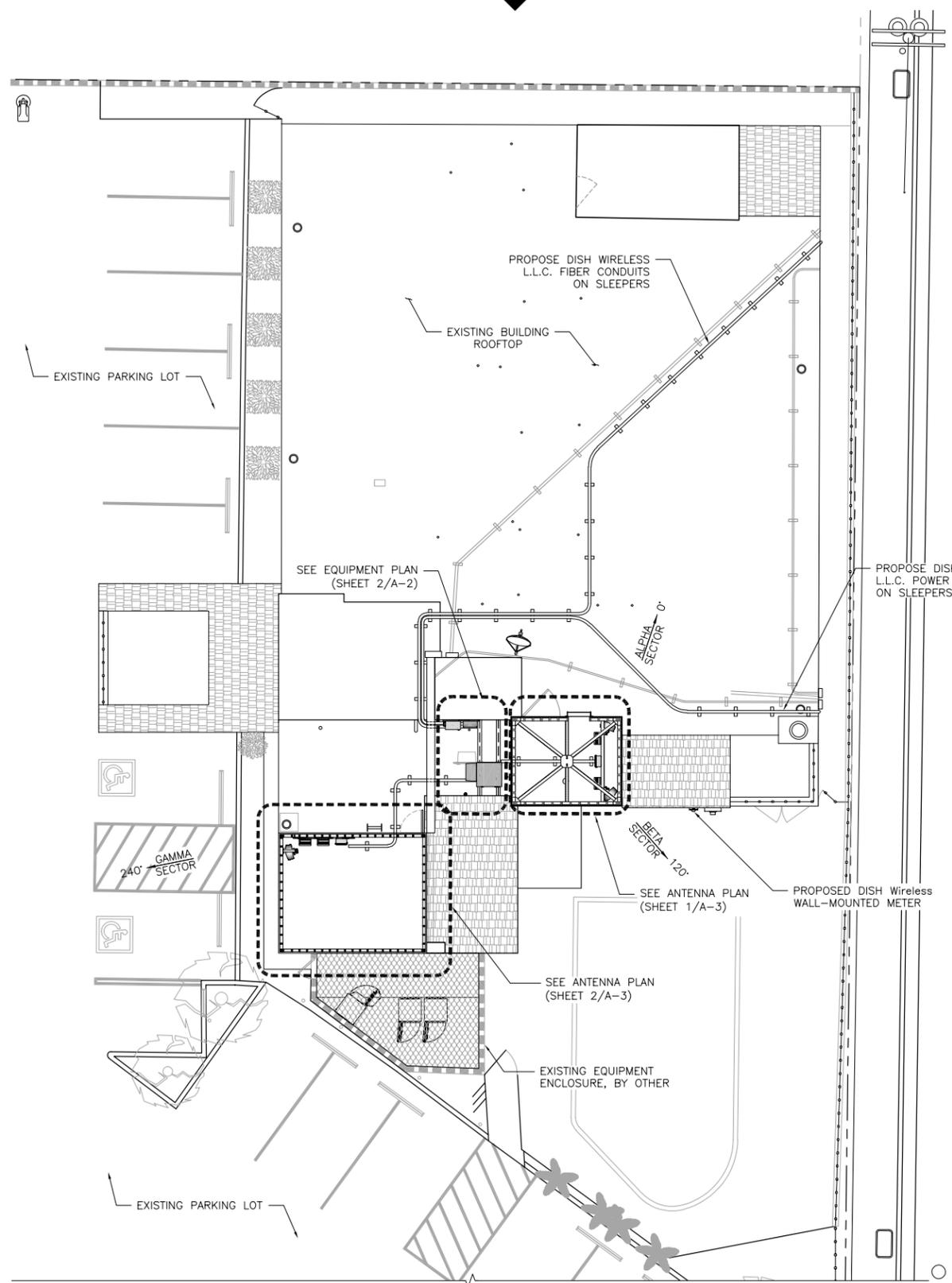
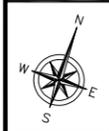


2  
A-5

1  
A-4

2  
A-4

1  
A-5



NOTES

- NOTES:
1. THE PROPOSED LAYOUT IS PRELIMINARY AND SUBJECT TO CHANGE PENDING FULL STRUCTURAL ANALYSIS.
  2. CONTRACTOR TO VERIFY EXISTING STRUCTURAL ROOF FRAMING PRIOR TO INSTALLATION/MODIFICATION. CONTRACTOR SHALL ACCURATELY LOCATE ALL EXISTING REINFORCING BY X-RAY OR EQUIVALENT METHODS. NO REBAR OR TENDONS SHALL BE CUT. ALL EXPENSES RELATED TO REPAIR OF CUT REBAR OR TENDONS SHALL BE ENTIRELY AT THE EXPENSE OF THE CONTRACTOR.
  3. IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.
  4. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
  5. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
  6. CONTRACTOR TO VERIFY WITH DISH Wireless L.L.C. C.M. THE LOCATION OF THE POWER AND FIBER SOURCE PRIOR TO CONSTRUCTION.
  7. UTILITY RUBBER MAT TO BE INSTALLED UNDER ALL DISH Wireless L.L.C. EQUIPMENT THAT IS RESTING ON OR AFFIXED TO ROOF MEMBRANE.
  8. ALL CONDUIT PENETRATION THROUGH EXISTING WALL MUST MAINTAIN FIRE RATING OF WALL. PATCH TO MATCH EXISTING CONDITION. PROVIDE WATER-TIGHT SEAL AT EXTERIOR WALLS.
  9. ALL RACEWAYS ROUTING ARE SCHEMATIC, SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT IMPEDED.
  10. COORDINATE AND VERIFY EXISTING ROOFING WARRANTY PRIOR TO INSTALLATION/MODIFICATIONS.
  11. FIBER TRUNKS BACKHAUL LENGTHS AND ROUTES ARE NOT VERIFIED DURING THE SITE WALK. CONTRACTOR TO VERIFY ACTUAL ROUTE AND TRUNK LENGTH DURING PRE-CONSTRUCTION WALK.



5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



16885 VIA DEL CAMPO CT., SUITE 318  
SAN DIEGO, CA 92127  
tel: (858) 432-4112 / (858) 432-4257

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DRAWN BY:	CHECKED BY:	APPROVED BY:
RA	SA	RG

RFDS REV #: 0

ZONING DOCUMENTS

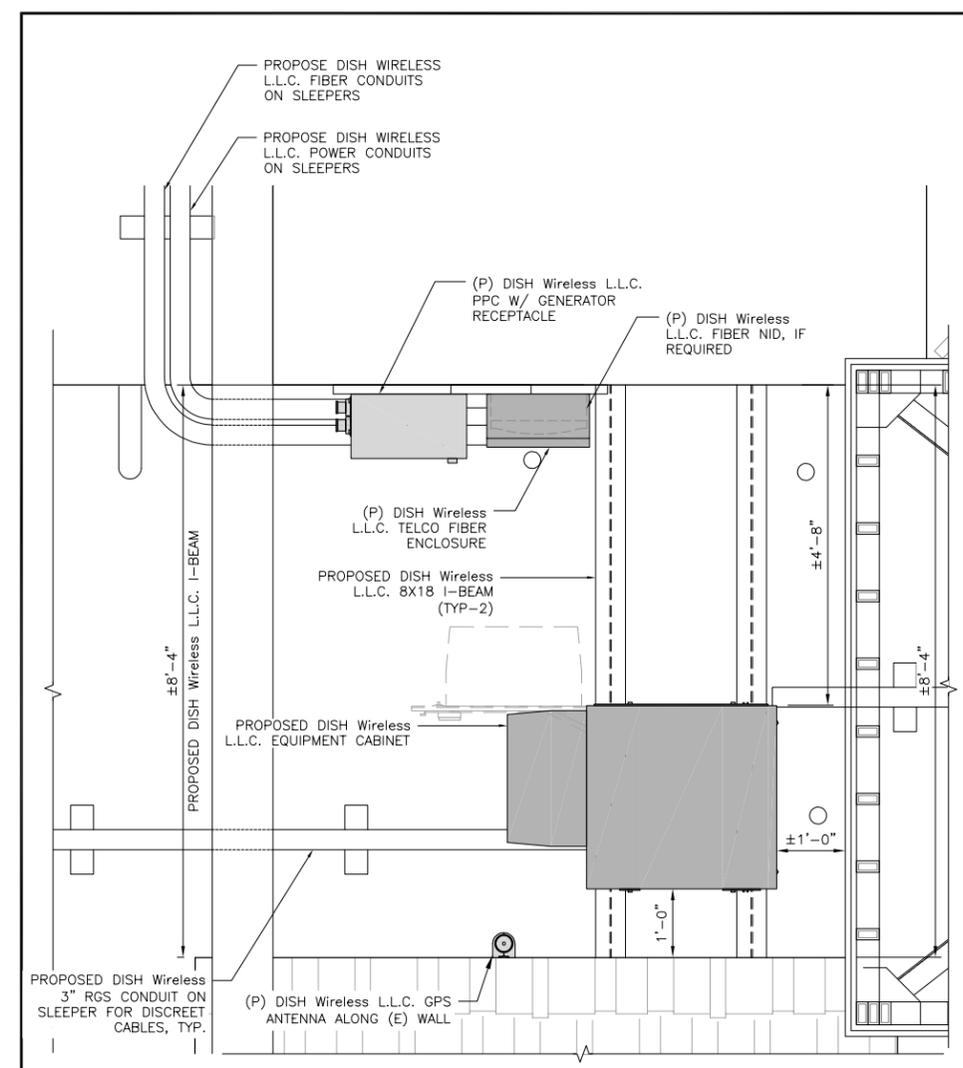
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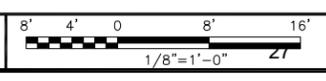
DISH Wireless L.L.C.  
PROJECT INFORMATION  
SDSAN00100A  
2435 SWEETWATER RD.,  
NATIONAL CITY, CA 91950

SHEET TITLE  
ROOF PLAN

SHEET NUMBER  
A-2

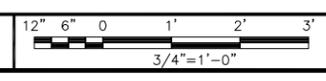


ROOF PLAN



1

EQUIPMENT PLAN



2

- TOP OF PROPOSED DISH Wireless L.L.C. FRP SCREEN  
±51'-3" AGL
- TOP OF PROPOSED DISH Wireless L.L.C. ANTENNA  
±51'-0" AGL
- (1) PROPOSED DISH Wireless L.L.C. ANTENNA  
RAD CENTER @ 48'-0" AGL
- TOP OF PROPOSED DISH Wireless L.L.C. ANTENNA  
±42'-0" AGL
- (1) PROPOSED DISH Wireless L.L.C. ANTENNA  
RAD CENTER @ 39'-0" AGL
- TOP OF ROOF SURFACE  
±35'-3" AGL

PROPOSED DISH Wireless L.L.C. FRP SCREEN, PAINTED AND TEXTURED TO MATCH EXISTING BUILDING SHALL BE MAINTAINED BY DISH WIRELESS.

EXISTING ROOF VENT, TYP  
PROPOSED DISH WIRELESS L.L.C. PANEL ANTENNA MOUNTED BEHIND FRP SCREEN (1 PER SECTOR)

PROPOSED DISH WIRELESS L.L.C. PANEL ANTENNA MOUNTED BEHIND FRP SCREEN (1 PER SECTOR)

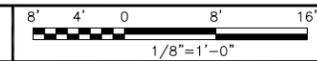
GROUND FLOOR LEVEL  
00'-0" AGL

**ANTENNA NOTES:**

1. THE PROPOSED LAYOUT IS PRELIMINARY AND SUBJECT TO CHANGE PENDING FULL STRUCTURAL ANALYSIS.
2. COORDINATE AND VERIFY EXISTING ROOFING WARRANTY PRIOR TO INSTALLATION/MODIFICATIONS.
3. CONTRACTOR TO VERIFY EXISTING ROOF CONDITIONS, PARAPET WALL AND ALL DIMENSION GIVEN IN THIS DRAWING PRIOR TO BIDDING.
4. PROPOSED DISH WIRELESS FRP CONCEALMENT ENCLOSURE TO BE PAINTED AND TEXTURED TO MATCH EXISTING STRUCTURE. VERIFY PAINT MANUFACTURER AND FINISH WITH OWNER.
5. CONTRACTOR TO VERIFY APPROVED STRUCTURAL ANALYSIS PRIOR TO INSTALLATION.
6. GENERAL CONTRACTOR TO PROVIDE MOUNTS OR ADDITIONAL HARDWARE IF REQUIRED TO SUPPORT PROPOSED ANTENNAS. ALL ANTENNAS & MOUNTING HARDWARE SHALL CONFORM TO DESIGN REQUIREMENTS PER 2018 IBC/2019 CBC AND EIA/TIA-222-G STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES.



**BUILDING SOUTHWEST ELEVATION**



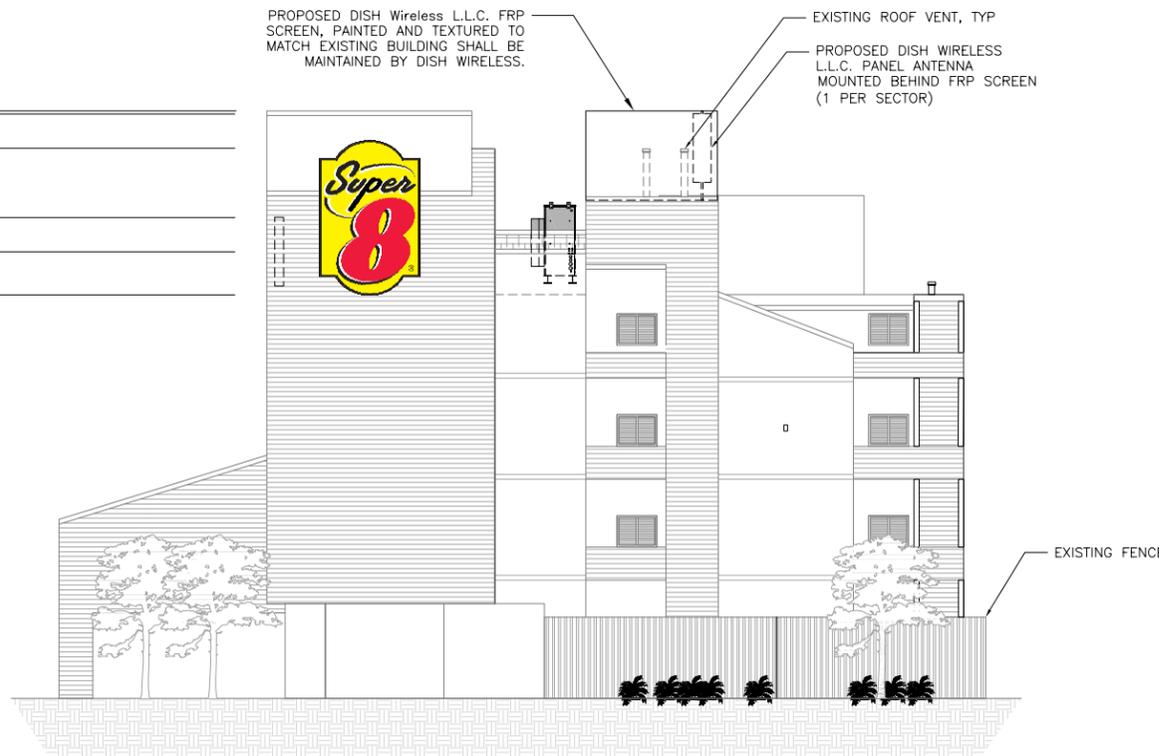
1

- TOP OF PROPOSED DISH Wireless L.L.C. FRP SCREEN  
±51'-3" AGL
- TOP OF PROPOSED DISH Wireless L.L.C. ANTENNA  
±51'-0" AGL
- (1) PROPOSED DISH Wireless L.L.C. ANTENNA  
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- TOP OF ROOF SURFACE  
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PROPOSED DISH Wireless L.L.C. FRP SCREEN, PAINTED AND TEXTURED TO MATCH EXISTING BUILDING SHALL BE MAINTAINED BY DISH WIRELESS.

EXISTING ROOF VENT, TYP  
PROPOSED DISH WIRELESS L.L.C. PANEL ANTENNA MOUNTED BEHIND FRP SCREEN (1 PER SECTOR)

GROUND FLOOR LEVEL  
00'-0" AGL

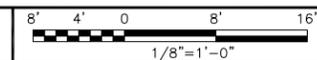


**NOTES**

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**BUILDING SOUTHEAST ELEVATION**



2



5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



16885 VIA DEL CAMPO CT., SUITE 318  
SAN DIEGO, CA 92127  
tel: (858) 432-4112 / (858) 432-4257

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RA	SA	RG

RFDS REV #: 0

**ZONING DOCUMENTS**

SUBMITTALS		
REV	DATE	DESCRIPTION
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4	02/03/2022	100% F2D'S

A&E PROJECT NUMBER  
SDSAN00100A

DISH Wireless L.L.C.  
PROJECT INFORMATION

SDSAN00100A  
2435 SWEETWATER RD.,  
NATIONAL CITY, CA 91950

SHEET TITLE  
SOUTHWEST AND SOUTHEAST  
ELEVATIONS

SHEET NUMBER  
**A-4**



5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



16885 VIA DEL CAMPO CT., SUITE 318  
SAN DIEGO, CA 92127  
tel: (858) 432-4112 / (858) 432-4257

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### ZONING DOCUMENTS

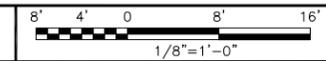
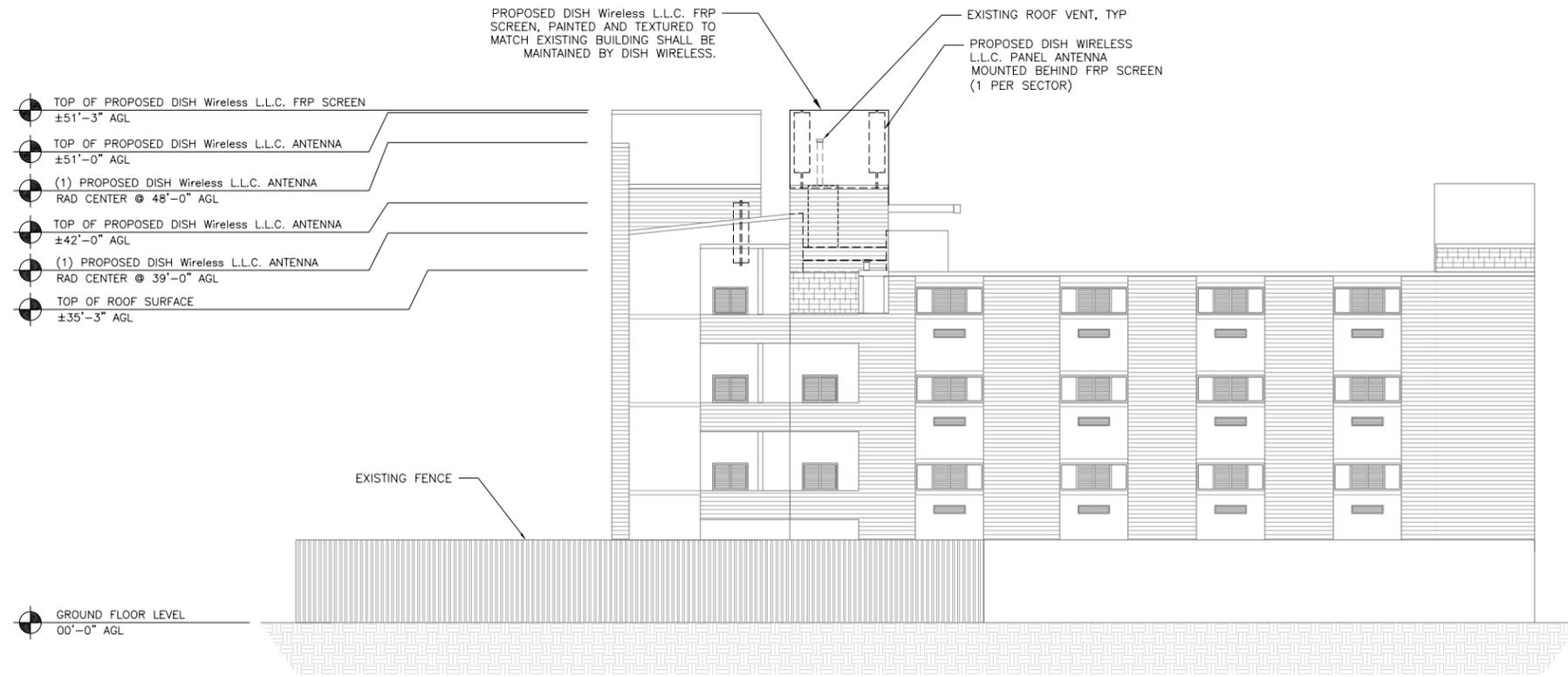
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DISH Wireless L.L.C.  
PROJECT INFORMATION  
**SDSAN00100A**  
2435 SWEETWATER RD.,  
NATIONAL CITY, CA 91950

SHEET TITLE  
**NORTHEAST AND NORTHWEST ELEVATIONS**

SHEET NUMBER  
**A-4**

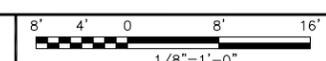
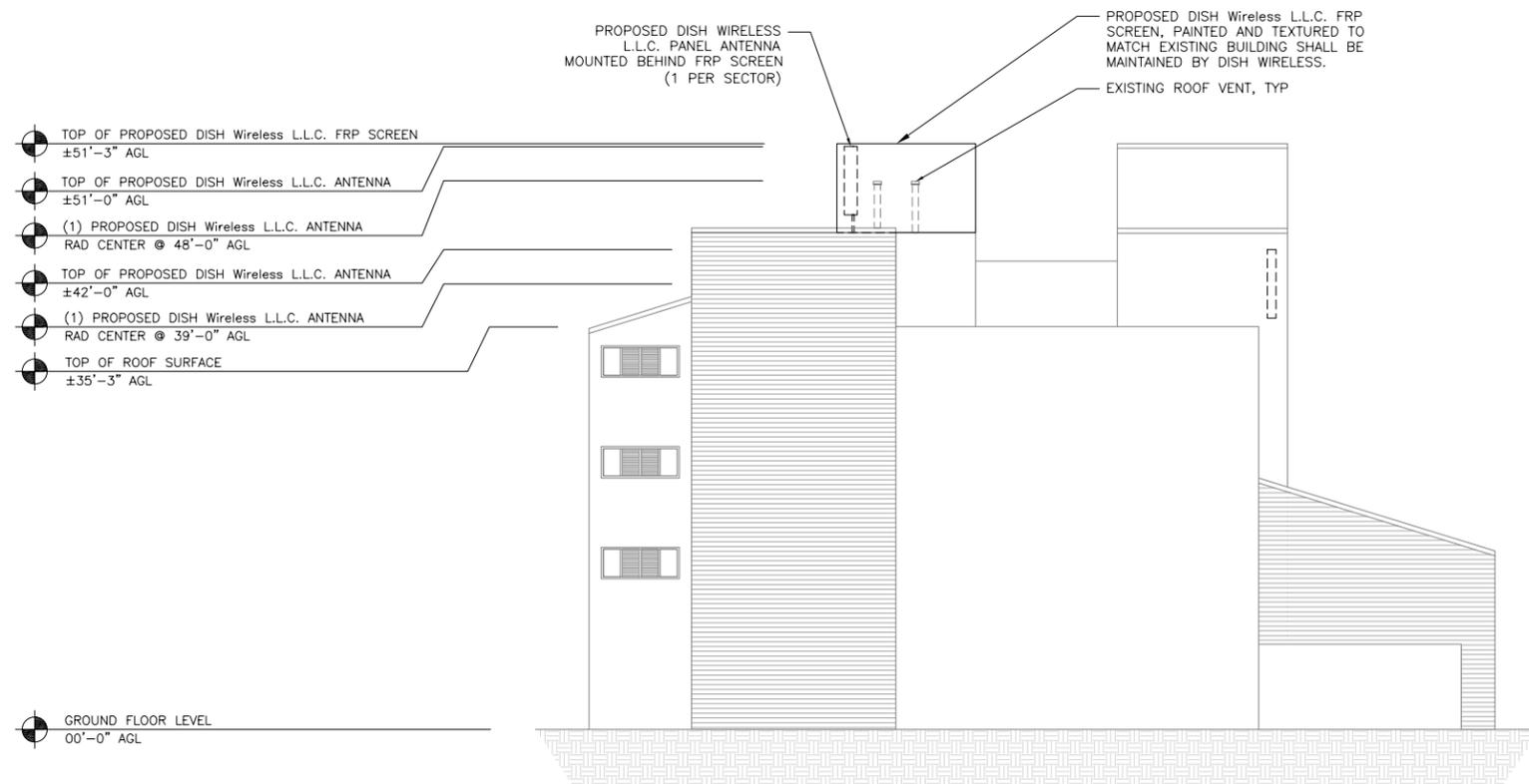


1

#### NOTES

- ANTENNA NOTES:**
1. THE PROPOSED LAYOUT IS PRELIMINARY AND SUBJECT TO CHANGE PENDING FULL STRUCTURAL ANALYSIS.
  2. COORDINATE AND VERIFY EXISTING ROOFING WARRANTY PRIOR TO INSTALLATION/MODIFICATIONS.
  3. CONTRACTOR TO VERIFY EXISTING ROOF CONDITIONS, PARAPET WALL AND ALL DIMENSION GIVEN IN THIS DRAWING PRIOR TO BIDDING.
  4. PROPOSED DISH WIRELESS FRP CONCEALMENT ENCLOSURE TO BE PAINTED AND TEXTURED TO MATCH EXISTING STRUCTURE. VERIFY PAINT MANUFACTURER AND FINISH WITH OWNER.
  5. CONTRACTOR TO VERIFY APPROVED STRUCTURAL ANALYSIS PRIOR TO INSTALLATION.
  6. GENERAL CONTRACTOR TO PROVIDE MOUNTS OR ADDITIONAL HARDWARE IF REQUIRED TO SUPPORT PROPOSED ANTENNAS. ALL ANTENNAS & MOUNTING HARDWARE SHALL CONFORM TO DESIGN REQUIREMENTS PER 2018 IBC/2019 CBC AND EIA/TIA-222-G STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES.

#### BUILDING NORTHEAST ELEVATION



2

#### NOTES

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#### BUILDING NORTHWEST ELEVATION



**SDSAN00100A**  
 2435 SWEETWATER RD., NATIONAL CITY, CA 91950



Exhibit B  
 Case File No.: 2022-10 CUP  
 Date: 2/3/2022

**EXISTING VIEW**



(P) DISH Wireless L.L.C. ANTENNAS AND  
 RADIOS CONCEALED WITHIN (E) CUPOLA/  
 ENCLOSURE. (E) SHIPLAP SIDING TO BE  
 MODIFIED AND REPLACED WITH FRP  
 MATERIAL. (P) FRP PANEL TO BE PAINTED  
 AND TEXTURED TO MATCH BUILDING.



**PROPOSED VIEW**



**KEY MAP**

**EXISTING VIEW**



(P) DISH Wireless L.L.C. ANTENNAS AND RADIOS CONCEALED WITHIN (P) ANTENNA FRP ENCLOSURE. (P) FRP ENCLOSURE TO BE PAINTED AND TEXTURED TO MATCH BUILDING.



**PROPOSED VIEW**



**KEY MAP**

**EXISTING VIEW**



(P) DISH Wireless L.L.C. ANTENNAS AND RADIOS CONCEALED WITHIN (P) ANTENNA FRP ENCLOSURE. (P) FRP ENCLOSURE TO BE PAINTED AND TEXTURED TO MATCH BUILDING.



**PROPOSED VIEW**



**KEY MAP**

**EXISTING VIEW**



(P) DISH Wireless L.L.C. ANTENNAS AND RADIOS CONCEALED WITHIN (P) ANTENNA FRP ENCLOSURE. (P) FRP ENCLOSURE TO BE PAINTED AND TEXTURED TO MATCH BUILDING.



**PROPOSED VIEW**

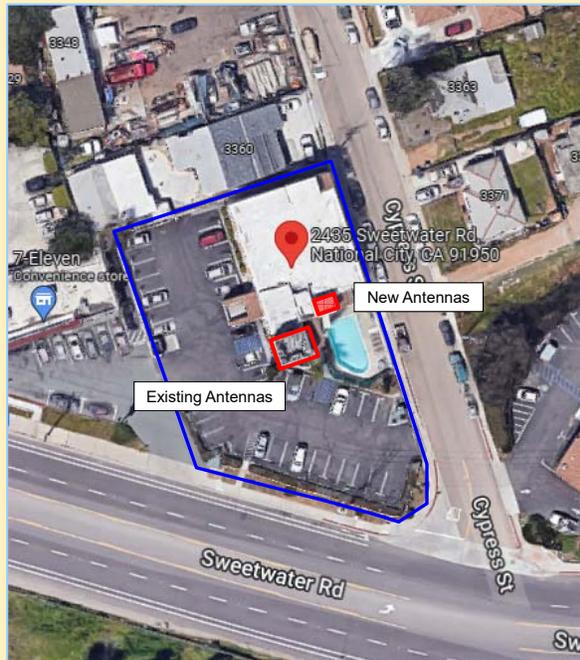


**KEY MAP**



**Public Hearing**  
Conditional Use Permit  
for modification of existing  
wireless communications facility  
at 2435 Sweetwater Road.  
2022-10 CUP

**Overhead**



### **Site Characteristics:**

- 4-story Super 8 hotel
- Existing facility on the roof
  - Existing panel antennas mounted behind architectural feature above building entrance (sign)
  - Nine antennas
- Previous CUP approved at the site (2000)
  - Sprint

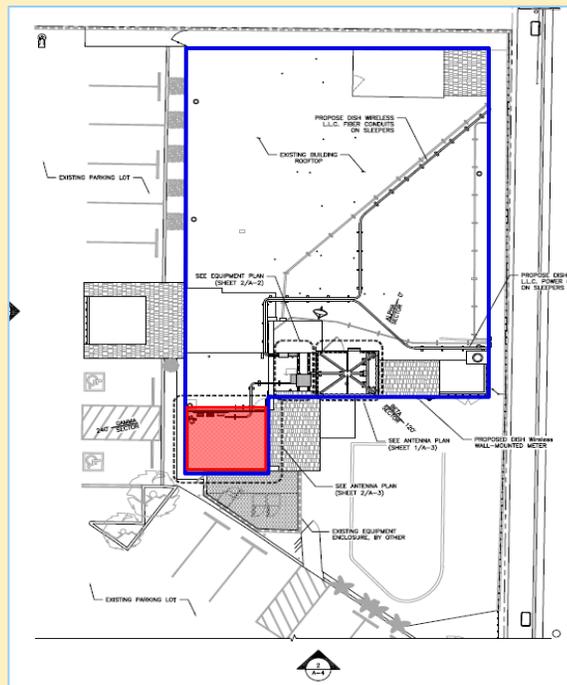
### **Site Photo**



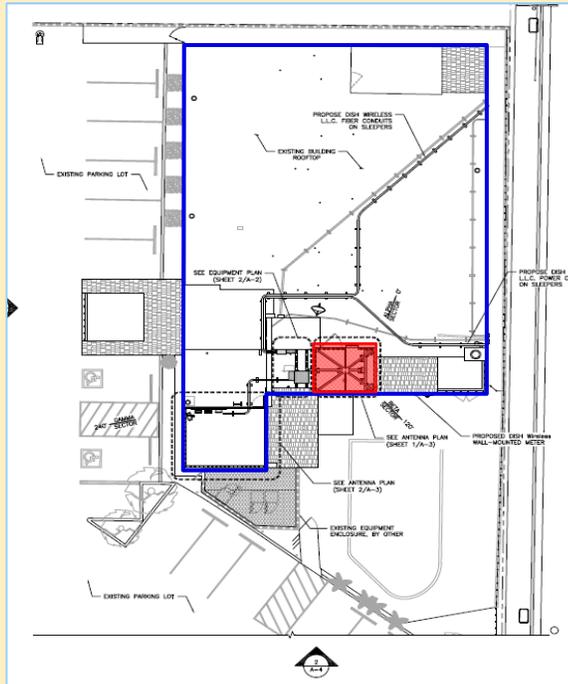
### **Proposal:**

- Additional sector (1 panel antenna) in existing enclosure facing W
- New architectural tower element east of existing element
  - 2 new sectors facing NE and SE
- All antennas fully screened by architectural feature
  - (Condition of approval)
- CUP is required for expansion of existing facilities
- New facility designed to address area of weak service

### **Site Plan**



## Site Plan



## Elevation



## **Elevation**

New Antennas



## **Analysis:**

- Consistent with General Plan policy E-3.3 (Education and Public Participation)
  - Increase access to wireless internet connections, computers, and other forms of communication technology
- Consistent with the Land Use Code
  - Conditionally-allowed use in MXD-2
  - Screening of facility
  - Located at least 75 feet from habitable structures on other properties

**Analysis (cont.):**

- Public noticing – 103 people
- No public comment
  
- 1996 Telecommunications Act
  - No regulation based on RF emissions
  - Compliance with FCC limits

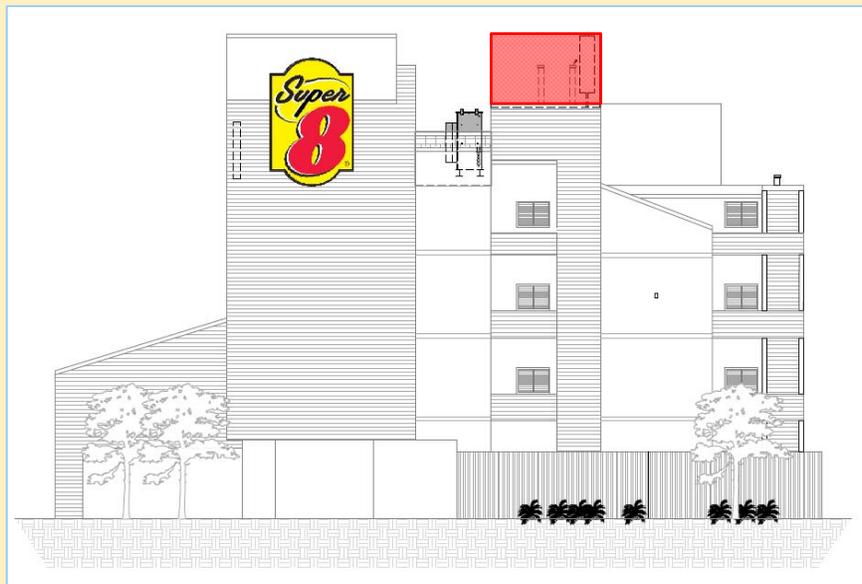
**Conditions/Summary:**

- Conditions of Approval
  - Standard conditions specific to wireless facilities
    - Agency permits
    - Building & Fire code compliance
    - Colocation
- Use consistent with General Plan and LUC
- Meets all applicable design requirements
- Considered ‘stealth’
- Improve coverage in the area

**Options:**

- Approve CUP based on attached findings / findings determined by the Commission; or
- Deny CUP based on findings determined by the Commission; or
- Continue the item for additional information
- Staff recommending approval
- Notice of Decision to City Council

**Elevation**



The following page(s) contain the backup material for Agenda Item: [Community Service Day & Upcoming Event Dates. \(Library and Community Services\)](#)  
Please scroll down to view the backup material.

Item # \_\_\_\_

05/03/22

**STAFF REPORT  
COMMUNITY SERVICE DAY  
UPCOMING EVENT DATES**

**(Library & Community Services)**

The following page(s) contain the backup material for Agenda Item: [City Manager Report.  
\(City Manager\)](#)

Please scroll down to view the backup material.

Item # \_\_\_\_  
05/03/22

## City Manager Report

(City Manager)